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Seward, Alaska 99664

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March 1, 2011

Elise Hsieh
Exxon Valdez Oil Spill Trustee Council
441 West 5th Avenue, Suite 500
Anchorage, AK 99501-2340

Regarding: EVOSTC FFY 2012 Grant Invitation

Dear Ms. Hsieh,

The City of Seward's Harbor Department respectfully submits the enclosed application for grant funds available through the Exxon Valdez Oil Spill Trustee Council's FY 2012 grant program. The City requests these funds within the Harbor Protection and Marine Restoration focus area under the Storm Water, Wastewater, and Harbor Projects subject area of the grant program.

With the funding obtained through the EVOSTC, the City would design, permit, and construct a Vessel Wash Down and Wastewater Recycling Facility at the Seward Marine Industrial Center (SMIC). The project would include a concrete pad which drains into a system that collects, treats, and recycles 100 percent of the wastewater for subsequent vessel washing. We believe that this project would help protect Resurrection Bay from incremental pollution associated with vessel cleaning and maintenance activities that may prevent Resurrection Bay from fully recovering from the spill.

Thank you for the opportunity to apply for funding for this important project. If you have any questions regarding the project, please feel free to contact me directly at (907) 224-3138 or kanderson@cityofseward.net

Sincerely,

Kari Anderson
Seward Harbormaster

Seward Marine Industrial Center
Vessel Wash-Down and
Wastewater Recycling Facility
Grant Application

Submitted to:
Exxon Valdez Oil Spill Trustee Council
FFY 2012 Grant Program

Harbor Protection and Marine Restoration
Storm Water, Wastewater, and Harbor Projects
Grant Program

Submitted By:
The City of Seward
Harbor Department
PO Box 167
Seward, Alaska 99664

March 1, 2011

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List of Acronyms

ACMP	Alaska Coastal Management Program
ADEC	Alaska Department of Environmental Conservation
ADNR	Alaska Department of Natural Resources
AIS	Aquatic Invasive Species
BMPs	Best Management Practices
CAFR	Comprehensive Annual Financial Reports
EPA	Environmental Protection Agency
EVOS	*Exxon Valdez* Oil Spill
EVOSTC	*Exxon Valdez* Oil Spill Trustee Council
IT	Information Technology
NOAA	National Oceanic and Atmospheric Administration
PACAB	Ports and Commerce Advisory Board
SERVS	(Alyeska Pipeline Service Company's) Ship Escort/Response Vessel System
SMIC	Seward Marine Industrial Center
SWPPP	Storm Water Pollution Prevention Plan
USACE	U.S. Army Corps of Engineering
USCG	United States Coast Guard

Executive Summary

The City of Seward is requesting $739,100 from the *Exxon Valdez* Oil Spill Trustee Council (EVOSTC) to construct a Vessel Wash-Down and Wastewater Recycling Facility at the Seward Marine Industrial Center. The project would include a concrete pad that drains into a system that collects, treats, and recycles 100 percent of the wastewater for subsequent vessel washing. The project would involve hiring consultants to design and permit the facility and a contractor to build the facility. To engage the public, newsletters, meetings, website updates, and other activities would occur throughout the project. It is expected that the project would take two years to complete.

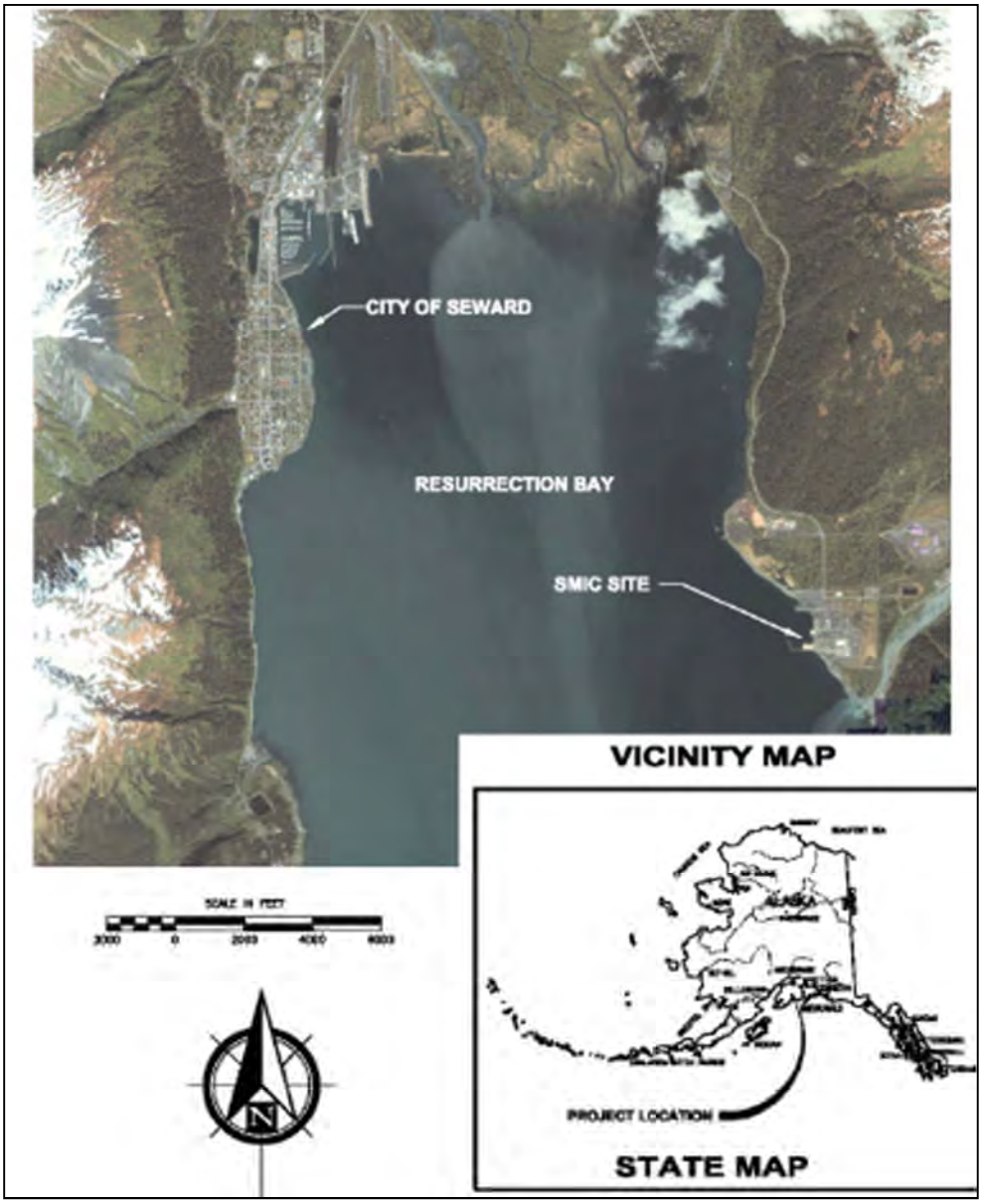
The Vessel Wash-Down and Wastewater Recycling Facility is proposed under the Harbor Protection and Marine Restoration focus area under the Storm Water, Wastewater, and Harbor Projects subject area of the EVOSTC FY 2012 grant program. Seward was initially impacted by EVOS in April 1989. In the years following the Spill, the area has struggled to recover. The City of Seward is proposing the Vessel Wash-Down and Wastewater Recycling Facility because standard vessel wash-down procedures can release toxic metals and liquid and solid wastes from antifoulants and hull maintenance debris into the marine environment. The project would help protect Resurrection Bay from incremental pollution associated with vessel cleaning and maintenance activities, which could keep the area from recovering from Spill.

Project Narrative

Project location

Seward is situated at the head of Resurrection Bay on the southeast coast of the Kenai Peninsula, 125 highway miles south of Anchorage. Seward is one of two ice-free, deep-draft ports with all-weather air, road, and rail access to the major population and supply centers of Southcentral and Interior Alaska. The Seward Marine Industrial Center (SMIC) is located on the Fourth of July Creek alluvial fan delta, approximately six miles by road and two miles across the bay from the City of Seward.

The Vessel Wash-Down and Wastewater Recycling Facility would be located at the SMIC.



Seward's Maritime Infrastructure

Seward is a busy port city and the maritime industry is an integral part of the local economy. The port serves a diverse commercial fishing fleet that includes long-liners, purse-seiners, and gill netters; over 100 fishing charter boat operators; a dozen tour boat operators; multiple skiff and kayak rental operations; and many recreational boat operators. Seward is the home port of the United States Coast Guard (USCG) Cutter *Mustang* and also serves the Alaska Marine Highway System, marine research vessels, National Oceanic and Atmospheric Administration (NOAA) vessels, cargo ships, cruise ships, and other maritime interests.

To support this wide variety of vessels the City of Seward has prioritized marine services and is working to become a full service port. The Small Boat Harbor, originally constructed in 1964 has undergone major renovations and now includes 670 slips and over 4,000 linear feet of moorage. Replacement of the aging float system and upgraded utilities; a 50-ton marine travel lift; new ramps, fish cleaning stations, and facilities for waste, sewage, and used oil collection; have dramatically improved harbor operations and accessibility.

The Seward Marine Industrial Facility on Resurrection Bay.

As demand for additional space for storage and boat maintenance intensified at the boat harbor, the need for a vessel service, repair, and storage area became apparent. In the early 1980's the City constructed the Seward Marine Industrial Center (SMIC) to offer upland storage, and maintenance and repair facilities, for vessels year round. Tugs,

commercial fishing vessels, landing crafts, research vessels, sightseeing vessels and private yachts are frequently repaired, maintained, inspected, or refitted at the SMIC.

Project background

Mandatory Requirement #1: Project focused within oil spill-affected area.

Seward was heavily affected by the *Exxon Valdez* Oil Spill (EVOS). On April 6, 1989, oil reached the entrance of Resurrection Bay, and by April 18, a light tar ball splattering was reported on the City's beachfront. Seward immediately became an outpost for the deployment of clean-up activities; fishing boats came together to form a mobile response unit, large vessels were brought in to perform skimmer operations, and an otter clean up station was established.

As the spill inundated Resurrection Bay and the North Gulf Coast with oil, the natural and human environment was impacted. The spill initially caused a die off of seabirds, sea otters, harbor seals, bald eagles, salmon, and herring eggs. Eventually the accident damaged the foundation of Seward's economy and way of life—commercial and sport fisheries, tourism, and subsistence livelihoods.

With the memory of the spill ever present, the City is seeking ways to protect and enhance the marine environment. This project, to collect and recycle wastewater that could otherwise make its way into Resurrection Bay, is an important step towards sustained recovery from the oil spill.

Project details

Mandatory Requirement #2: Project responds to Harbor Protection and Marine Restoration Storm Water, Wastewater, and Harbor Projects focus area.

The City of Seward's Harbor Department is applying for this grant to fund the design and construction of a Vessel Wash-Down and Wastewater Recycling Facility at the SMIC. The facility would include a paved area where boats would be transferred via a marine travel lift and power washed to remove marine growth, such as algae, barnacles, and possibly nonnative species, and loose bottom material, such as paint. The wastewater from the operation would be collected, treated, and recycled for subsequent vessel washing. The system would contain all of the wash water. No water would be released into the environment or a separate wastewater treatment facility.

Preliminary plan for the SMIC Vessel Wash Down and Wastewater Recycling Facility.

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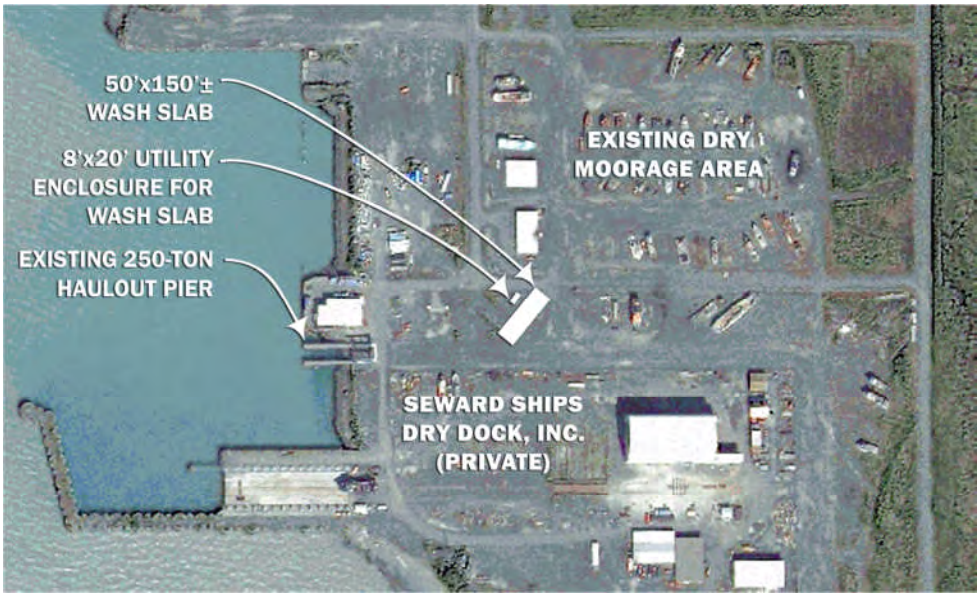


The wash material would initially be collected in a grit chamber which would provide storage for a large volume of water. The wash water would then be treated by electrocoagulation, an electrical-based technology (such as the ElectroPulse system manufactured by Oiltrap Environmental, Inc.) that removes a broad range of contaminants including bottom-paint, heavy metals, emulsified oil, and grease and suspended solids. Twice each year the system would undergo routine maintenance and be flushed of wastewater and sludge. The waste would be removed and properly disposed of by a private company specializing in industrial waste removal. When needed because of evaporation, new water would be provided from the existing City domestic system.

When the wash-down facility is not in use the wash water drain would be covered by a magnetic mat to prevent storm water from flowing into the system. Covering the drain will minimize the volume of water that would be treated by the system. Storm water would be collected and routed through an oil-water separator prior to discharge. To prevent wastewater from entering the storm water system, the mat will be removed before vessel washing occurs.

Project need

Approximately sixty 50-250 ton vessels are hauled out of the water each year for repairs and maintenance at the SMIC. Many of these vessels are washed down at the existing gravel storage area, which does not have a wastewater collection system. According to current estimates, about 12,000 gallons of wash water is created at the SMIC each year. Much of

this water could contain bottom-paint derivatives including copper, zinc, lead, and nickel.

Preferred Requirement #3: Proposal demonstrates an understanding of existing technical and scientific literature.

According to the *Alaska Clean Harbors Guidebook,* vessel bottom cleaning can result in removing fragments of bottom paint and hull materials. In a concentrated form, these untreated particles can have localized water quality impacts. In particular, pressure washing removes antifouling paint, contaminated with copper or other toxic materials, which can get washed into the marine environment.

The Guidebook also states that wastewater from vessel cleaning activities should be collected and/or disposed of properly since it might contain toxic materials from detergents or harmful heavy metals contained in paint chips. Detergents are probably the most common pollutant associated with vessel cleaning activities. The ingredients of many cleaners are extremely toxic and if allowed to enter surface or groundwater, readily dissolve into the water and/or sediments contributing to water pollution. In areas recovering from the EVOS, this incremental pollution could potentially continue to stress the health of the ecosystem.

Currently, vessel washing at the SMIC occurs on a gravel pad covered with a tarp to collect solids. Wash water runs on to the ground.

The Vessel Wash-Down and Wastewater Recycling Facility would collect, treat, and recycle 100% of the waste associated with ship hull washing. The facility would help keep toxic metals and liquid and solid wastes out of Resurrection Bay, reducing marine pollution that may be delaying natural recovery from the EVOS.

The ADNR Alaska Coastal Management Program's (ACMP) *Alaska Best Management Practices for Harbor, Marina, and Boat Operations* identifies eight best management practices (BMPs) that could be implemented to control and minimize polluted runoff from pressure washing vessels in ship yards. As shown in the table below, installing a Vessel Wash-Down and Wastewater Recycling Facility will enable the SMIC to adhere to ALL of the BMPs listed in the manual.

Table 1. Vessel Wash-Down and Wastewater Recycling Facility BMP Compliance Chart

Pressure Washing BMPs*	**Vessel Wash-Down and Wastewater Recycling Facility Compliance**
1. Whenever possible, pressure wash away from the waterfront.	The facility would be located approximately 400 feet from the shoreline.
2. Maintain designated wash areas with water impervious surface (concrete preferred) sloping to a drain or sump and containment structures Waste water should not be allowed to drain to storm sewers or open waters.	The facility would have a concrete base. All wash water would be collected, treated, and recycled at the facility. Storm water would be routed into the permitted storm water treatment system equipped with an oil-water separator.
3. Minimize the impacts of waste water created during pressure washing.	There would be no impacts to water quality from vessel washing once this facility is constructed.
4. Remove solid marine growth in an adjacent area if possible. Do not mix growth with pressure washing waste water or sludge.	All solid materials removed from the vessel would be routed from the concrete pad into a grid chamber where solids would be collected. The grit chamber would be pumped out as needed, and solids would be disposed at a landfill.
5. Implement diagonal trenches or berms and sumps to contain and collect waste water.	All wash water would be collected from the concrete pad in a drain.
6. Discharge from pressure washing should be collected and treated by settling of solids and oil separation prior to discharge.	All wash water would be collected, treated, and recycled. No water would be discharged from the site.
7. Treatment can be simple use of hay bales, filter fabric, screening, or sophisticated filtration using gross particulate separators, flocculation and coagulation.	The facility would be a sophisticated system which employs electrocoagulation, an electrical-based technology that removes a broad range of contaminants.
8. Steam cleaning must be done on an impervious area designed to collect and contain the cleaning effluent.	The facility would enable vessels to be pressured washed on a concrete pad. All wash water would be drained into an onsite treatment system.

* As listed in *Alaska Best Management Practices for Harbor, Marina, and Boat Operations* page 30.

Associated project benefits

The Vessel Wash-Down and Wastewater Recycling Facility could keep invasive species that may have attached to a vessel in another port from entering the Seward Harbor, Resurrection Bay, and Prince William Sound. Similar facilities in Port Townsend and Kodiak have shown success. Non-native species, including Botryllid tunicates (non-native sea squirts), are starting to appear in Alaskan waters and pose a risk to species recovering from EVOS. The opportunity for human-mediated transfers of non-native species due to hull-fouling on vessels is increasing in Alaskan waters. Installation of the Vessel Wash-Down and Wastewater Recycling Facility would help to reduce the risk of the introduction of non-native tunicates and others via hull fouling.

The Vessel Wash-Down and Wastewater Recycling Facility will meet the maintenance needs for the size and type of vessels—tugs, oil skimmers, landing crafts, and fishing boats—commonly used for oil spill response. Seward hosts the Alyeska Pipeline Service Company's Ship Escort/Response Vessel System (SERVS) training annually each spring. The ability to offer a vessel cleaning facility that fosters proper maintenance practices will help ensure the readiness of the oil spill response fleet in Prince William Sound.

Following the "Raising Awareness and Education" BMPs listed in the ACMP's *Alaska Best Management Practices for Harbor, Marina, and Boat Operations,* the project will increase awareness about wastewater contamination from vessel cleaning. Many vessel owners are not fully aware of the hazards that standard maintenance practices pose to the marine environment. By creating a venue that facilitates proper wash-down and waste disposal techniques, vessel owners will be educated and empowered to reduce marine pollution that may be associated with their maintenance activities.

The facility will make vessel hull cleaning easier to perform and collection of the waste byproducts more effective. Once the facility is constructed, more vessels may be drawn to Seward to perform boat maintenance. Additional vessel use of the SMIC will benefit the City by generating additional revenue and benefit the environment by properly managing waste.

Preferred Requirement #1: Proposal implements a reduction and removal program with clearly identified goals and specific and measureable objectives including a timeline.

Project plan and schedule

As shown in the detailed schedule on page 10, the City of Seward's Harbor Department would complete design, permitting, and construction of the Wash-Down and Wastewater Recycling Facility within 2 years following the grant award.

Planning and design

Assuming that the grant is awarded and a grant agreement is in place in September 2011, the Harbor Department would prepare a request for proposals and advertise for an engineering contractor to prepare the design and construction specifications for the facility. After reviewing proposals, the Harbor Department would select an engineering contractor, and a contract would be in place by November 1, 2011. The engineering contractor would complete 35% design by March 1, 2012, 65% design by June 1, 2012, 95% design by October 1, and final design and construction specifications by December 31, 2012. The Harbor Department, the City Council, and a special technical review committee formed for this project would review each design product to ensure that it meets the needs of the community and natural environment.

Permitting

After 35% design is completed, the permitting process would be initiated. It is expected that that the following permits and environmental authorizations would be needed for the project:

- U.S. Army Corps of Engineering Wetlands (USACE) (Section 10) Permit
- State of Alaska Coastal Consistency Determination
- Alaska Department of Fish and Game Title 16 Fish Habitat (project is within 500 feet of an anadromous fish stream)
- Endangered Species Consultation with U.S. Fish and Wildlife Service and NOAA Fisheries
- NOAA Fisheries Essential Fish Habitat Consultation
- Alaska Department of Natural Resources (ADNR) Development Plan Update
- Alaska Department of Environmental Conservation (ADEC) Storm Water Permit

Permit applications would be submitted and consultations would occur in April 2012, and it is expected that permits and environmental authorizations would be issued by August 2012.

The City would prepare a bid package and advertise for a construction contractor in January 2013, and it is expected that the contractor would be selected and under contract by March 2013. Construction of the Vessel Wash-Down and Wastewater Recycling Facility would occur between May and September 2012. The City expects to complete the project by October 2013.

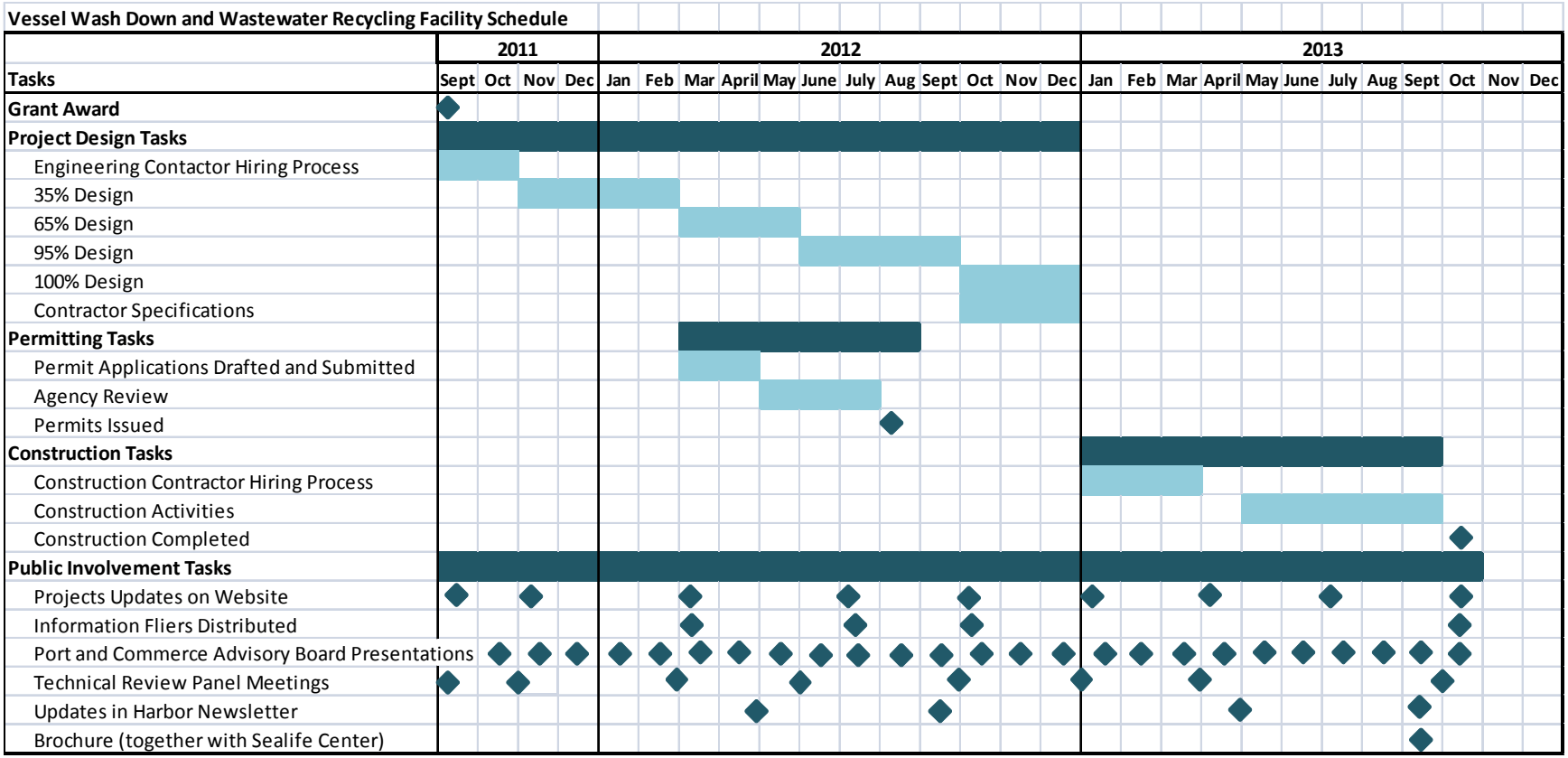
Mandatory Requirement #10: Mechanism for public outreach and opportunity for public comment.

Public involvement

Public outreach would be a priority for this project. As shown on the project schedule, many activities would be conducted to engage, inform, and gather comments from members of the public, including:

- Monthly project updates would be posted on the homepages of the SMIC and Seward Harbor websites.
- Monthly verbal and written project updates would be given at regularly scheduled PACAB meetings and reports from these meeting would be provided to the Seward City Council.
- A technical review committee, specially formed for this project, would meet quarterly to review project deliverables (design plans and permits), construction status, and operation after the facility is constructed.
- Informational fliers would be distributed and posted at locations around the SMIC, at the harbormaster's office, City office, and other public locations in Seward.
- Project information will be highlighted in the Harbor's newsletter that is sent to nearly 1,000 mariners each spring and fall.
- Once the facility is constructed, the harbor department will work with the SeaLife Center to create a trifold informational brochure regarding the facility. The brochure would be posted at public locations and mailed to vessel-owners along with boat slip invoices.

Table 2. Vessel Wash-Down and Wastewater Recycling Facility Schedule



1. Organization Information

a. Years in existence

The City of Seward, which would be responsible for managing this grant within the Harbor Department, was incorporated in 1912 as a home-rule city.

During the mid-1970s, the City began developing a plan to create an industrial complex at the Fourth of July Creek area to service the maritime industry. The City annexed the area on the east side of Resurrection Bay in 1977, acquired lands through the Alaska Statehood Act Municipal Entitlement, and completed the 1979 Fourth of July Creek Industrial Development Feasibility Study. Upon completion of a comprehensive 1981 Environmental Impact Assessment, the City embarked on a multi-year construction project that created the SMIC.

In 1985, a shiplift began to operate at the SMIC, and in 1990, a 250-ton marine travel lift and dock was constructed. The City is now looking to improve the SMIC by constructing the proposed Vessel Wash-Down and Wastewater Recycling Facility.

b. Current and future sources of funding

The SMIC operates as an enterprise fund within the City of Seward. Revenues are gained from vessels using the 250-ton marine travel lift, vessel storage, wharfage for cargo transported across the docks, power sales, and lease revenues. Each year the SMIC generates approximately $264,000.

The SMIC is subsidized by the City of Seward's General Fund. The SMIC North cargo dock construction was completed with a general obligation bond. Outstanding bonds on this dock will mature in 2011 and the City's subsidy of the SMIC will be reduced.

The Harbor Department continues to seek funding for special projects at the SMIC through Federal and State appropriations and grant programs.

c. Current staff size by area and expertise

The City of Seward's Harbor Department operates the SMIC. Kari Anderson works for the City as the Harbormaster and the Director of Operations at the SMIC. As Director of Operations, Ms. Anderson is responsible for the oversight of the facility, implementing policies, and managing capital improvement projects. Ms. Anderson is the Team Leader for the Vessel Wash-Down and Wastewater Recycling Facility. For

additional information about Ms. Anderson's expertise, see Section 1i (Team leader and key staff). For a copy of her resume, see Attachment A.

The Seward Harbor Department staff stands ready to make this project a success.

The Deputy Harbormaster and six additional staff provide daily management of the SMIC and would oversee operation of the Vessel Wash-Down and Wastewater Recycling Facility. Harbor staff operate heavy equipment including loader, grader, back hoe, dump truck, and forklift, in addition to the 250-ton marine travel lift and hold Class B commercial driver licenses with hazardous materials endorsements. Each staff member has a different area of expertise including used oil management, storm water management, welding, construction, electrical repair, and engine/equipment repair.

Scheduling and billing for the SMIC is operated through the Harbormaster's office. The office is open 7 days a week and is operated by three staff members who schedule use of the marine travel lift, vessel storage, and conduct billing for the area.

d. Audited financial statement

The City of Seward has successfully managed a variety of grants ranging from hundreds of dollars to tens of millions of dollars each, and continues to comply with federal/state accounting reporting requirements. The City has annual audits, including Single Audits as required by state and federal statutes, and has outstanding records with no findings. The City

of Seward has received the "Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officer's Association" for 14 consecutive years. This prestigious award demonstrates the City's ability to manage and comply with federal and state accounting and reporting requirements.

A copy of the past three years' audited Comprehensive Annual Financial Reports (CAFR) are found in Attachment B and a CD with the entire document is enclosed. These CAFRs include the Independent Auditor's Report and the Independent Auditor's Report on Compliance with OMB Circular A-133.

e. Facility information

Seward is a home-rule city located within the Kenai Peninsula Borough. Approximately 2,600 people live within the city limits, and approximately 3,000 people live just outside city boundaries. The City has a city manager form of government, with a Mayor and six city council members who exercise all legislative and policy-making powers of the city and performs all duties and obligations imposed upon the city by law. Appointed by the City Council, the City Manager acts as chief administrator. The City's has eleven departments: Building, Community Development, Electric, Finance, Fire, Harbor, Library, Parking, Parks and Recreation, Police, and Public Works.

The City of Seward's Harbor Department is responsible for the SMIC and Seward's harbor. The Harbor Department is managed by the Harbormaster with assistance from a Deputy Harbormaster and a Senior Administrative Assistant. Seward's City Council authorizes spending for all products and services above $10,000 and the PACAB reviews development plans and polices before they are forwarded to City Council for final approval.

The proposed project would be located at the SMIC. The SMIC facility is one of only two mid-sized vessel (over 200 gross tons) shipyards in Alaska. (The other shipyard is 300 miles southwest of Seward in Kodiak.) The SMIC shipyard is a multi-use facility that allows a variety of small businesses and local shipwrights to work on vessels throughout the year. The SMIC regularly services tugs, commercial fishing vessels, landing crafts, research vessels, sightseeing vessels, and private yachts. The busiest months in the shipyard are the winter months.

The Seward Marine Industrial Center basin and upland vessel maintenance yard

Major features of the SMIC include a large-vessel Syncrolift haul-out, 250-ton travel lift, bulk fuel facility, 430-foot dock, utilities, and approximately 100 acres of land on the east side of Resurrection Bay for vessel storage and cargo lay down. SMIC lessees include ACS Wireless, Alaska Department of Administration, ADNR, Alaska Global Terminal and Freight, AVTEC Fire Training Center, Dobson Cellular Systems, GCI Cable, Polar Seafood, Seward Racing Lions, Seward Ship's Drydock, and the U.S. Coast Guard. Major users of SMIC include Kenai Fjords Tours, Seward Ship's Drydock, Alaska Heritage Tours, Brice Marine LLC, Major Marine Tours, Naknek Barge Lines, and Cook Inlet Marine.

Vessels are not built or initially fabricated at this facility. SMIC staff does not oversee vessels delivered or major vessel repair or maintenance projects; the staff manages the yard and operates the marine travel lift. Vessel owners and operators hire staff or contractors to work on vessels, and the SMIC staff oversees that they follow yard policies and best management practices.

f. Project consistency statement

On April 28, 2008, the Seward City Council passed and approved the *SMIC Development Plan*. As a component of the *City of Seward Comprehensive Plan*, the development plan guides the City and private enterprise's development of the marine industrial center by identifying objectives for the City and the SMIC. A main objective of the plan is to maintain a clean work environment and to protect the land, water, and air to the highest degree possible without making the area prohibitive for the type of

activities associated with industrial areas. The Vessel Wash-Down and Wastewater Recycling Facility is consistent with the environment and waste management goals of the *Seward Marine Industrial Center Development Plan* and the *City of Seward Comprehensive Plan.*

The PACAB approved a resolution of support for the Vessel Wash-Down and Wastewater Recycling Facility on February 2, 2011, and the City Council approved a resolution of support for the project on February 14, 2011. Resolutions of support are found in Attachment C.

g. Science or technical review panel

Mandatory Requirement #8: Project has a technical panel to review project and give guidance and oversight.

Preferred Requirement #2: Project will continue to reassess progress and relevancy and considers newly-available technologies.

Because the City of Seward Harbor Department does not have an existing science or technical review panel, a review panel formed to oversee the design, construction, and operation of the Vessel Wash-Down and Wastewater Recycling Facility.

The technical committee will meet quarterly throughout the planning, permitting, construction, and initial operation of the facility to evaluate project progress, consider newly-available technologies, evaluate the effectiveness of the facilities' operation, and provide guidance and oversight for the project.

The committee will consist of 5 members:

Rebekka Federer, Alaska SeaLife Center, MSc Marine Biology
Marine Invasive Species Program Coordinator

Kirsten K. Vesel, City of Seward
Public Works Superintendent/Project Manager

Kari Anderson, City of Seward
Harbormaster

Rachel Lord, Cook Inletkeeper
Outreach & Monitoring Coordinator

Project Engineer, TBD
The professional engineer who is selected to design this project will serve on this committee.

Committee members were selected based on their expertise. The City of Seward and these committee members have witnessed the rewards of

the EVOS Trustee Council (EVOSTC) funded Seward SeaLife Center firsthand, and have benefited from the scientific knowledge that has come about due to the SeaLife Center and other EVOSTC funded research projects. The technical committee will look to this ever-growing pool of literature and information as they oversee completion of the Vessel Wash-Down and Wastewater Recycling Facility.

h. Existing public advisory committee/ Public involvement mechanism

The Seward City Council is the existing public advisory committee overseeing the SMIC, Harbor, and other economic enterprises operating on behalf of the City of Seward. The PACAB is another public advisory mechanism that meets on the first and third Wednesday of each month and makes recommendations to City Administration and City Council concerning the design and coordination of projects to promote and develop transportation, trade, energy, and commerce. The board reviews the SMIC Development Plan annually. PACAB meetings are open to the public and meeting dates, times, and location are advertised on the City's homepage.

PACAB board members are elected by the City Council and typically serve 2 year terms. Current board members are Ron Long (Chair), Bruce Jaffa, Deborah Altermatt, Daniel Oliver, Darryl Schaefermeyer, Robert Buck, Bob Linville, and the executive liaison is Suzi Towsley.

The acceptance of Grant funds or authorization of contracts must be completed at public meetings with the Seward City Council. The City Council meets twice a month, with additional meetings held as necessary. Members of the City Council are elected by the public. Current members include: Willard Dunham (Mayor), Jean Bardarson (Vice Mayor), Bob Valdetta, Vanta Shafer, Tom Smith, Marianna Keil, and Ristine Cassagranda.

The City and Harbor Department employ a number of other public involvement methods. The City maintains a website (with a Harbor Department page and a SMIC page) that is updated with information regarding upcoming meetings, current events, and news as necessary. The Harbor Department has a public posting area. The Harbor Department is also able to mail information (brochures, etc.) along with boat slip invoices to boat owners.

For more details about public involvement, see Section 4c (Project outreach plan).

i. Team leader and key staff

Team leader

Mandatory Requirement # 5: Project is structured to communicate with the Council through a single Team Leader.

Kari Anderson, Harbormaster for the City of Seward, will be the Team Leader for this project. For a copy of Ms. Anderson's resume, see Attachment A. Ms. Anderson has been involved with several large construction and development projects at the Seward Harbor. Her responsibilities include the administration, management, operations, use, and marketing of all City harbor and port facilities and lands, managing lease inquiries and proposals, preparing leases, recommending and coordinating public policy relating to marine facilities and issues and proposing and supervising upgrade, renewal, repair, and replacement projects for the port and harbor.

Mandatory Requirement # 6: Team leader will work with the EVOSTC and be responsive to EVOSTC's objectives and requirements.

Ms. Anderson has experience managing large construction projects, similar to the Vessel Wash-Down and Wastewater Recycling Facility. In 2009 she oversaw the completion of the preliminary design for this project. She acted as the City's liaison to the USACE for the design and construction of the Harbor's breakwater extension, which was completed in 2010. Also in 2010, Ms. Anderson managed the grant for the large scale dredging of the cruise ship basin and approaches. She is currently managing the permitting, design, and construction of a new 870 foot float system in the Harbor.

Mandatory Requirement # 7: Team leader will facilitate the most cost-effective and scientifically –supportive stream of funding.

As Team Leader for this project, Ms. Anderson will manage the day to day progress of the design, permitting, and construction of the Vessel Wash-Down and Wastewater Facility. Ms. Anderson will be responsible for managing the design engineer, permitting consultant, and public involvement on the project. She will report directly the Exxon Valdez Oil EVOSTC and will serve as the single point of contact throughout this project.

Ms. Anderson understands that the EVOSTC is focusing on harbor protection and marine restoration (and four other focus areas) in order to transition to a smaller program which focuses the remaining oil spill recovery funds. She believes that the Vessel Wash-Down and Wastewater Recycling Facility will help to meet the 1994 Restoration Plan, which identifies reduction of marine pollution as a type of general restoration because it involves the removal of a source of stress that may delay natural recovery. As Team Leader, she will be readily available to

the EVOSTC and will be responsive to the EVOSTC's objectives and requirements.

The City of Seward and Ms. Anderson are dedicated to making the proposed Vessel Wash-Down and Wastewater Recycling Facility a successful and a cost-effective endeavor. As a City employee, the Team Leader will be able to draw upon the expertise of co-workers (some of whom are listed below) when necessary to most effectively and efficiently execute the project. Construction of the facility will be competitively bid, and a highly qualified contractor will be selected. In addition, Ms. Anderson will draw from the experience of the technical advisory committee to ensure that the design is supported by professionals in the field.

Key staff

Mandatory Requirement #4:
The City of Seward has an existing administrative structure to manage funds and projects.

Grant management assistance will be provided by Kristin Erchinger, the Finance Department Manager. For a copy of Ms. Erchinger's resume, see Attachment A. Ms. Erchinger has been finance director for the City of Seward since 2000, and has worked for the city in finance positions since 1989. She has participated in the capital financing and construction of many City projects. She currently serves as trustee on the Alaska Retirement Management Board, and as secretary of the Providence Alaska Region Board. She previously served as a board member of the Alaska Municipal League, past president of the Alaska Government Finance Officers Association, and vice president of the American Society for Public Administration, Alaska Chapter. Ms. Erchinger earned bachelor's degrees in international studies and Japanese language and literature, both from the University of Washington, and a master's degree in public administration from the University of Alaska Anchorage.

The City's grant accountant is Kim Kowalski-Rogers, who has been with the City of Seward since 1989, and who has been managing the City's grant accounting and reporting for more than 10 years. Ms. Kowalski-Rogers is pursuing a degree in accounting and has attended grant training symposiums on the City's behalf. She has remarkable organizational skills and a state reputation for her meticulous grant management and reporting.

Mandatory Requirement #9: Project has the ability and commitment to make all data, documents, annual and final reports available electronically to the public.

j. Existing IT infrastructure

The City of Seward's Harbor Department has the capability to make data and reports publically available via the internet. The SMIC has an up-to-date website (www.cityofseward.net/SMIC). The SMIC's website can be accessed via the City of Seward's website (www.cityofseward.us) and from the Harbor Department's website (www.cityofseward.net/harbor). The SMIC website includes detailed information on existing services and infrastructure available at the facility. It also includes SMIC planning documents and other reports.

For this project, the Harbormaster would provide written project updates, reports, design drawings, and other project information to the City's on-call contract webmaster for uploading on to the SMIC site. The website would be updated often with up-to-date information, enabling the public to easily access project data 24 hours a day.

2. Experience with EVOSTC Program

Mandatory Requirement #3: Project has complies with the Council's founding documents and related data and reporting policies and procedures.

a. Previous or Current EVOSTC Funding

The City of Seward has not previously applied for or received funding from any EVOSTC program.

b. Statement of Understanding

The City of Seward has carefully reviewed and understands EVOSTC's founding documents and related policies and procedures that are posted on the Trustee Council website at www.evostc.state.ak.us/Policies/index.cfm.

This proposal and the project will comply with these documents and policies and related data and reporting policies and procedures. The proposer has no conflicts with the Trustee Council's policies and procedures.

3. Current Focus Areas and Funding Sources

a. Listing of current focus area/amounts of funds released for each area

The City of Seward's Harbor Department is seeking $739,100 under the EVOSTC's Harbor Protection and Marine Restoration focus area under the Storm Water, Wastewater, and Harbor Projects subject area.

b. Experience with invitation area

The City has been actively working to limit pollutants from entering Resurrection Bay. The City has succeeded in implementing a number of effective pollution reduction projects listed below. Most of these projects have been funded by revenue from harbor and SMIC operations.

Storm Water Pollution Prevention Plan

To prevent storm water from polluting Resurrection Bay, the City hired a private consulting firm to help them draft a Storm Water Pollution Prevention Plan (SWPPP) for the SMIC in 2009 under the EPA's 2008 Multi-Sector General Permit. The SMIC SWPPP is approved by ADEC. The City spent approximately $7,000 on the SWPPP and staff sampling training.

Used oil and antifreeze recycling program

The Harbor Department initiated a used oil recycling program at the harbor and SMIC in 1994, and added a used antifreeze program in 2008. There are multiple drop-off sites for oil and antifreeze in the harbor and on-call service for collection at the SMIC. In 2010, approximately 2,250 gallons of antifreeze and 5,370 gallons of used oil were collected. The used-oil is processed and recycled by harbor staff at the SMIC and used to heat the SMIC building, the Public Works Building, the Parks & Recreation Building, and the maintenance shed for the harbor. The used antifreeze is collected by a private company and recycled. In 2010, the City of Seward invested nearly $55,000 for staffing and system upgrades associated with these programs and they paid a private contractor $9,000 to remove and recycle the antifreeze.

Collection site for oil and antifreeze at the Seward Harbor.

Pet waste receptacle stations

To prevent pathogens from pet waste from entering Resurrection Bay, the City installed pet waste receptacle stations throughout the harbor. There are four pet waste stations in the harbor, one at each ramp leading down to the different sections of floats in the harbor. These stations make it easy for dog owners to clean up after their pets by providing bags to collect pet waste, and receptacles for disposal of the waste. To educate the public about pollution associated with pet waste, each station has a brief informational display. The City spent approximately $200 on the pet waste receptacles.

Sewage pump out stations

The City installed 4 sewage pump-out stations between 1997 and 2007 to prevent vessels from discharging sewage into Resurrection Bay. These stations are conveniently located throughout the harbor. The City received approximately $30,000 in grant funding for the northeast station.

Fish cleaning stations

To prevent fish waste from polluting Resurrection Bay, the City has installed four fish waste cleaning stations in the harbor. Waste falls below the cleaning tables into a "gut barge." The waste is towed offshore for disposal at a depth of about 2,000 feet every few days during

the busy summer months. The City spent over $650,000 on these stations.

Best Management Practices Ordinances

The City Council has created a SMIC BMP ordinance and a Harbor BMP ordinance. The ordinances were developed with guidance from the ADNR ACMP's *Alaska Best Management Practices for Harbor, Marina, and Boat Operations* manual and input gained through the public involvement process. City funds paid for City employees to finalize these ordinances. For Resolutions of Support for these ordinances, see Attachment D.

SMIC Upland Boat Work Policy

The City established an Upland Boat Work Policy for activities at the SMIC. This policy has been in place since 2000 and requires proper disposal of the pollutants often associated with boat work including garbage, oil, hazardous material, blast grit, and spray paint. All vessel owners are required to sign this policy before their vessel enters the SMIC. City general funds funded employee's work to finalize this policy. For copies of the SMIC and Harbor policies, see Attachment D.

4. Collaboration and Coordination

a. Experience working with state, federal, and private entities to complete projects

The City of Seward and the Team Leader are highly experienced in working with state, federal, and private entities to complete projects. Listed below are examples of recent projects that the City's Harbor Department has coordinated with such entities. For more information about the Team Leader's experience, see Section 1i (Team leader and key staff) and her resume in Attachment A.

State and Federal Government

The Harbor Department has experience working with state and federal government agencies. In 2009 they worked with the ADEC and EPA to finalize the SWPPP for the SMIC. In 2008 the Team Leader worked closely with ADEC to clean up 24-55 gallon drums that were abandoned along Nash Road on the way to the SMIC. The Harbor Department also contacts ADEC to report rogue spills in the harbor.

The Harbor Department partnered with the USACE to extend the Harbor's breakwater. An analysis of wave energy entering the harbor indicated that a 215 feet extension of the outer east breakwater was needed to maximize wave reduction in the harbor by overlapping the east and west breakwaters. Through funding contribution, project oversight, logistical efforts, and public involvement (including notices to mariners, public radio ads, and communication with the USCG and the public), the City and USACE worked together to complete this project in 2010.

Alaska Railroad Corporation

The City of Seward obtained a $4.5 million State of Alaska Department of Commerce, Community and Economic Development FY2010 Designated Legislative Grant for dredging cruise ship basin and approaches. The City worked with the Alaska Railroad and partnered to produce bid documents to select a qualified dredging contractor, oversight of the project, and grant management. This project was completed in 2010.

Alaska SeaLife Center

Recently the Harbor Department has been working with Alaska SeaLife Center on two important projects: Harbor Invasive Species Monitoring and the Alaska Harbor Observation Network.

The Alaska SeaLife Center has developed an aquatic invasive species (AIS)

monitoring program in Resurrection Bay. The goal of the program is to prevent the introduction of non-indigenous species that threaten to irreversibly devastate the local ecology and economy. As a method of AIS sampling, the Sea Life Center and Harbor Department have deployed dockside settlement plates in the harbor for the collection of tunicates and harbor-bottom crab pots for the collection of European green crabs. Information regarding marine invasive species has been posted on the bulletin board at the Seward Harbormaster's office.

In July 2009, the Alaska Harbor Observation Network prototype camera was set up on the southwest corner of the harbor breakwater. This camera was designed to establish real time and long term data sets. The observation network will enable mariners, coastal engineers, scientists, and the public to access data and use this information for engineering studies, climate assessment, marine conditions, and current wave heights. The site is run by solar power and is capable of determining the salinity of the water at the harbor breakwater.

Private engineering firms
The City of Seward routinely works with private engineering firms to complete capital construction projects throughout the City of Seward.

The Harbor Department is currently working with URS on the permitting, design and construction of a new 870 foot float system in the NE Harbor. The Z float will be furnished with water systems and electrical utilities connecting to existing uplands infrastructure. The project is currently 65% compete, with utility connections (telecommunications, electric, water, and two sewer pump-out stations) to be completed by July 2011.

In 2009, the Harbor Department coordinated with PND to complete a preliminary design for the proposed Vessel Wash-Down and Wastewater Recycling Facility.

In 2008, the City worked with URS to construct a new 50-ton travel lift dock and upgrades to I and T docks in the Harbor. This project involved electrical improvements and power pedestal installations, upgrading the facility for year-round potable water service, and re-decking of approximately 22,000 square feet of dock.

b. Experience with local and tribal communities

The Team Leader was born in Alaska and raised in Seward and has experience working with local and tribal communities within the spill

area. As Harbormaster, the Team Leader participates in the Alaska Clean Harbors Advisory Committee Meetings. These meetings provide a venue for local and tribal communities to work together on harbor issues.

As a local government, the City is the local community and as such, is responsible for working with residents on a daily basis. The Harbor Department must be transparent in its operations in order to meet the expectations of the elected City Council and the PACAB.

The Seward Harbor provides moorage for vessels and information for mariners associated with SERVS. SERVS primary role is oil spill prevention. Its secondary function is to provide response capabilities that allow for the recovery of 300,000 barrels of oil in 72 hours of an incident involving the discharge of oil into U.S. waters. Alyeska Pipeline Company continuously trains to respond to oil spill incidents. More than 350 fishing vessels are contracted to providing a first line of defense for the waters of Prince William Sound. Each spring the Seward harbor participates in annual SERVS training.

Preferred Requirement # 5: Project has a detailed plan for community involvement.

c. Project outreach plan

As mentioned in the Project Narrative, in Section 1h (Existing public advisory committee/Public involvement mechanism), and in the Project Schedule, the City of Seward has developed a public outreach plan to inform the public about and receive input regarding the design and construction of the Vessel Wash-Down and Wastewater Recycling Facility. An informational newsletter has been developed. See Attachment E for a copy of this newsletter. Future public involvement activities would include the following:

Preferred Requirement #6. The detailed outreach plan has specific examples.

- Monthly project updates would be posted on the homepages of the SMIC and Seward Harbor websites.
- Monthly verbal and written project updates would be given at regularly scheduled PACAB meetings and reports from these meeting would be provided to the Seward City Council.
- A technical review committee, specially formed for this project, would meet quarterly to review project deliverables (design plans and permits), construction status, and operation after the facility is constructed
- Informational fliers would be distributed and posted at locations around the SMIC, at the harbor office, City office, and other public locations in Seward.

- Project information will be highlighted in the Seward Harbor's newsletter that is sent to over 1,000 mariners each spring and fall.
- Once the facility is constructed, the harbor department will work with the SeaLife Center to create an informational brochure regarding the facility. The brochure would be posted at public locations and mailed to vessel-owners along with boat slip invoices.

Seward does not have a Federally-recognized Tribe, but tribal members from the nearby communities of Chenega Bay and Tatitlek use the Harbor and SMIC and would be targeted as a part of the public involvement effort.

5. Budget Request

The City of Seward is requesting $739,100 from the EVOSTC for the design, permitting, and construction of a Vessel Wash Down and Recycling Facility at the SMIC. The City is requesting $671,910 to cover direct costs associated with the project. The City is requesting $67,190 (or 10% of the grant request) to cover the indirect costs, which includes all personnel time associated with grant management (for example, financial tracking, reporting, and public involvement activities) and design and construction management. It is expected that $97,801 will be spent on design and permitting during the first year and $641,300 would be spent on construction during the final year. Any costs exceeding the 10 percent allocation will be absorbed by the City of Seward's general fund and will be classified as an in-kind contribution to the project.

As previously stated, the City of Seward has the administrative staff to ensure the proper management of this project. The City of Seward finance department manages the financial accounting and reporting for more than 25 federal and state grants at any given time, files timely monthly and quarterly grant reports as required, is familiar with OMB Circulars and the Single Audit Act, and has received unqualified audit opinions on its annual financial report for at least the past 20 years.

The following page is a two-year grant budget request for Vessel Wash Down and Wastewater Recycling Facility.

Table 3. Seward Vessel Wash-Down and Wastewater Recycling Facility Budget

Seward Vessel Wash-Down and Wastewater Recycling Facility Budget		
1.) Site Mobilization & Demobilization	$72,000	
2.) Sitework/Civil		
Slab Excavation & Backfill	$34,000	
Trenching, Excavation & Backfill	$43,000	
Pipe Bedding Material	$2,000	
Concrete Wash-Down Pad	$222,000	
Water Connection	$5,000	
8”CPEP Stormwater Pipe	$11,000	
Oil-Water Separator	$15,000	
Grit Chamber	$20,000	
1000 Gallon Holding Tank	$10,000	
Trench Drain	$6,000	
Manholes, Valves & Miscellaneous	$25,000	
3.) Mechanical		
Utility Enclosure with Water Treatment	$80,000	
Pumping System	$18,000	
4.) Electrical		
Switchgear & Connection	$20,000	
5.) Engineering & Permitting	$88,910	
Total Direct Costs		**$671,910**
6.) Indirect Costs (10%) (Grant management, construction management, outreach activities, etc.)	$67,190	
Total Project Costs		**$739,100**

Attachment A

Resumes

Kari Anderson
Seward Harbormaster
P. O. Box 167
Seward, Alaska 99664

Harbor Department
Phone (907) 224-3138
Fax (907) 224-7187

Ms. Anderson has been involved with several large construction and development projects within the Seward Harbor during her time on the Port & Commerce Advisory Board and as Harbormaster. Her responsibilities include the administration, management, operations, use and marketing of all city harbor and port facilities and lands, managing lease inquiries and proposals, preparing leases, recommending and coordinating public policy relating to marine facilities and issues and proposing and supervising upgrade, renewal, repair, and replacement projects for the port and harbor. Before becoming the Seward Harbormaster, Ms. Anderson was a maritime instructor and a career captain aboard a variety of vessels including: tugs, yachts, research and tour vessels.

Project Experience

Seward Harbor Z Float and East Harbor Expansion Project- City Project Manager
Project involves review, design and construction of new 870 foot float system with water systems and electrical utilities connecting to existing uplands infrastructure. Budget and grant management for $3.5 million project. Currently supervising project through contract management, bidding, and construction. (2011)

Seward Breakwater Extension- City of Seward Liaison to U.S. Army Corps of Engineers
Contract, funding review, and logistic support for $4 million extension to breakwater of Seward Harbor. Weekly project meetings and coordination between public, USCG, USACE and City of Seward. (2010)

Port of Seward Dredging- Grant Management
Oversight and grant reporting for $4.5 million State of Alaska Department of Commerce, Community and Economic Development FY2010 Designated Legislative Grant. Dredging cruise ship basin and approaches. (2010)

Seward Harbor North Harbor Dock Renovation and Improvement Project- Contracting Officer
Project involved electrical improvements and power pedestal installation, installation year-round potable water service, re-decking of approximately 22,000 sq feet of dock, and constructing a new 50-ton TraveLift dock. Contract totaled over $3.2 million for construction portion of project. (2008)

South Harbor Uplands Conceptual Design and Development Project- Project Facilitator
Prepared specifications for shore side services, utility easement considerations, zoning plans and landscape design reviews. Platting and public review process in conjunction with Community Development Department. (2009)

Seward Marine Industrial Center Development Plan- Advisory Board Consultant
Review and update of development plan from 1994 concerning management, marketing, land use, zoning, and environmental policies for approximately 100 acres adjacent to the dredged basin. (2007)

Education

Duke University, Durham, North Carolina
Bachelors Degree in Biology, Minor in Economics, Graduated May 2001

Alaska Vocational Technical School- Maritime Department, Seward, Alaska
Able Seaman (unlimited), 500-Ton Master (Oceans), Radar Observer Unlimited, Celestial Navigation, Continuing Education: 2001-2011

Alaska Pacific University, Anchorage Alaska
Career & Technical Education, CTE 20200 Project Planning & Management (3 credits) Spring 2008

Work Experience (Anderson) continued-

City of Seward- Harbor Dept. Seward, Alaska, Winter 2008-present, *Harbormaster*
- City's lead representative on four million dollar harbor construction project, and funding for and development of future expansion and upgrade projects
- Develops and oversees policies and procedures, regulations, safety and training plans to meet or exceed local, state, and federal requirements
- Direct supervisor of twelve harbor employees, interfacing with city departments, federal agencies, port users and members of the public

Raytheon Polar Services- Antarctica, Spring 2010, *Marine Technician*
- Sailed aboard R/V Laurence M. Gould with Detrich 10-04 Fishing Research Cruise, conducting bottom surveys, otter & blake trawl operations during four week deployment
- Operated zodiacs, knuckle crane, and various scientific equipment and conducted cargo operations in Punta Arenas, Chile and Palmer Station, Antarctica

Alaska Vocational Technical School- Maritime Dept. Seward, Alaska, Winters 2006-2008, *Instructor*
- Devised department budget and purchase tracking system, organized and restructured inventory
- Developed maritime curriculum, specifically ship stability, weather and computer-based training
- Assisted with the instruction of maritime courses including: Basic Safety Training, Seafood Processor, Able Seaman, Proficiency in Survival Craft, Master/Mate

Alaska Saltwater Tours & Charters, Seward, Alaska, Summers 2004-2007, *Captain*
- Captain of two 43' Deltas- narrated natural history, wildlife ecology, and geology of south central Alaska and the Kenai Fjords National Park
- Conducted photography /wildlife tours and kayak drop-offs to remote locations including Nuka Bay and Prince William Sound

Trilogy Excursions, Lahaina, Hawaii, Winter 2005, *Mate*
- Crewed aboard six different sailing catamarans conducting snorkel and dive charters, whale watches, and inter-island excursions
- Replaced sails, repaired moorings, and participated during weekly maintenance projects

Venture Pacific Marine, Seattle, Washington, Winter 2004, *Bos'n Mate*
- Crewed aboard 180' expedition yacht during winter season in Costa Rica and the Galapagos, stood watches during deliveries to/from Seattle
- Maintained and ran yacht tenders: 25' Boston Whaler and 20' Novurania, conducted shore and snorkel excursions
- In charge of vessel cleanliness, bos'n locker inventory, varnish repair, davit and windlass maintenance, snorkel gear, jet skis, and kayaks

Cook Inlet Tug & Barge, Anchorage, Alaska, Summer 2003, *Captain*
- Piloted (1100 HP twin-screw) assist tug for container ships, tankers, and barges within the Port of Anchorage
- Deployed buoys throughout Cook Inlet for NOAA tidal research
- Transported drilling platform to specific GPS coordinates for ocean floor survey work
- Served as Mate aboard 4000 HP Z-drive tractor tugs

Certification & Skills

U.S. Coast Guard Licensed Master (500-ton Oceans rating)
Basic & Advanced Firefighting
Licensed FCC Marine Radio Operator
Seward Port & Commerce Advisory Board Member 2007
Able Seaman Unlimited
24 hour Hazwoper/ SERVS Oil Spill Response
Open Water PADI Certified Diver
FEMA NIMS Emergency Management Training

Kristin M. Erchinger, MPA, CGFM
City of Seward Finance Director
P. O. Box 167
Seward, Alaska 99664

Finance Department
Phone (907) 224-4064
Fax (907) 224-4038

Education

Master's Degree in Public Administration, University of Alaska Anchorage, 2000
Dual Bachelor's Degrees from University of Washington, 1994

Certification & Memberships

Certified Government Finance Manager (CGFM)
Past-President past board member of the Alaska Government Finance Officers Association
Member Alaska Retirement Management Board
Providence Health System Alaska Advisory Board, 2003
Alaska Sealife Center Board member, 2003
Vice-President American Society for Public Administration, Alaska Chapter, 1999-2000
Member of the Association of Government Accountants
Member of the Government Finance Officers Association
Member of the American Society for Public Administration

Experience

Ms. Erchinger has worked for the city of Seward for 16 years and currently serves as the Finance Director. She has a master's degree in public administration from the University of Alaska Anchorage. She is a certified government finance manager. Ms. Erchinger has been the finance director for the City of Seward since 2000. During her tenure with the City, Ms. Erchinger has participated in the capital financing and construction of various projects requiring financial reports and accounting in accordance with Generally Accepted Accounting Principles and principles prescribed by the Governmental Accounting Standards Board. These projects include: demolition and construction of a new hospital; construction of a levee; street and sidewalk improvements; transmission line replacement and upgrade for the electric utility; construction of the Seward Marine Industrial Center; several major infrastructure replacement projects in the Small Boat Harbor; and various capital leases for equipment for the City. The Finance Department has received ten consecutive Certificates of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada for its Comprehensive Annual Financial Reports.

Attachment B

Audited Financial Statements

CITY OF SEWARD

COMPREHENSIVE ANNUAL FINANCIAL REPORT

Fiscal Year Ended December 31, 2009

CITY OF SEWARD
Seward Marine Industrial Center Enterprise Fund
Statement of Net Assets
December 31, 2009
(With Comparative Amounts for 2008)

Assets		2009	2008
Current assets:			
Cash and cash equivalents	$	18,918	126,457
Accounts receivable		36,522	31,988
Total current assets		55,440	158,445
Property, plant and equipment:			
Land and land rights		12,021,821	12,021,821
Buildings		280,287	277,047
Improvements other than buildings		26,798,104	26,798,104
Equipment		908,789	908,789
Docks and floats		13,145,688	13,145,688
Total property, plant and equipment in service		53,154,689	53,151,449
Less accumulated depreciation		(26,358,011)	(25,715,490)
Net property, plant and equipment in service		26,796,678	27,435,959
Total assets	$	26,852,118	27,594,404
Liabilities and Net Assets			
Liabilities:			
Current liabilities:			
Accounts payable		2,323	45,262
Accrued payroll and related liabilities		1,888	1,083
Accrued interest		310	448
Current portion of bonds payable		55,094	55,094
Deferred revenue		24,728	19,626
Total current liabilities		84,343	121,513
Noncurrent liabilities, net of current portion - bonds payable		59,030	114,124
Total liabilities		143,373	235,637
Net assets:			
Invested in capital assets, net of related debt		26,682,554	27,266,741
Unrestricted		26,191	92,026
Total net assets		26,708,745	27,358,767
Total liabilities and net assets	$	26,852,118	27,594,404

CITY OF SEWARD
Seward Marine Industrial Center Enterprise Fund
Statement of Revenues, Expenses
and Change in Net Assets
Year Ended December 31, 2009
(With Comparative Amounts for 2008)

		2009	2008
Operating revenues:			
Moorage	$	2,678	704
Wharfage		9,718	2,590
Boat lift fees		96,306	118,350
Storage		55,729	81,059
Rentals and leases		71,429	72,573
Power sales		27,501	24,779
Miscellaneous		414	4,462
Total operating revenues		263,775	304,517
Operating expenses:			
Salaries and benefits		89,093	97,237
Purchased services		110,186	116,516
Supplies and maintenance		60,748	39,352
Administration and general		77,099	199,908
Depreciation		642,521	642,635
Miscellaneous		5,585	47,216
Total operating expenses		985,232	1,142,864
Loss from operations		(721,457)	(838,347)
Nonoperating revenues (expenses):			
Intergovernmental		2,892	2,892
Investment income		1,080	7,773
Interest expense		(5,234)	(6,589)
Net nonoperating revenues (expenses)		(1,262)	4,076
Loss before transfers		(722,719)	(834,271)
Transfers in		140,230	348,655
Transfers out		(67,533)	(54,100)
Change in net assets		(650,022)	(539,716)
Beginning net assets		27,358,767	27,898,483
Ending net assets	$	26,708,745	27,358,767

(Of the total depreciation expense of $642,521 above, $523,543 was attributable to capital assets that were funded with capital contributions.)

Exhibit L-22

CITY OF SEWARD
Seward Marine Industrial Center Enterprise Fund
Statement of Cash Flows
Year Ended December 31, 2009
(With Comparative Amounts for 2008)

		2009	2008
Cash flows from operating activities:			
Receipts from customers and users	$	264,343	303,694
Payments to suppliers		(219,458)	(169,884)
Payments to employees		(85,396)	(94,541)
Payments for interfund services used		(77,099)	(199,908)
Net cash flows from operating activities		(117,610)	(160,639)
Cash flows from noncapital financing activities:			
Transfers in		140,230	348,655
Transfers out		(67,533)	(54,100)
Net cash flows from noncapital financing activities		72,697	294,555
Cash flows from capital and related financing activities:			
Principal payments on long-term debt		(55,094)	(53,127)
Interest payments on long-term debt		(5,372)	(6,699)
Acquisition of property, plant and equipment		(3,240)	(5,111)
Net cash flows from capital and related financing activities		(63,706)	(64,937)
Cash flows from investing activities - investment income received		1,080	7,773
Net increase (decrease) in cash and investments		(107,539)	76,752
Beginning cash and investments		126,457	49,705
Ending cash and investments	$	18,918	126,457
Reconciliation of loss from operations to net cash provided (used) by operating activities:			
Loss from operations		(721,457)	(838,347)
Adjustments to reconcile loss from operations to net cash flows from operating activities:			
Depreciation		642,521	642,635
Noncash expense - PERS relief		2,892	2,892
(Increase) decrease in assets - accounts receivable		(4,534)	(923)
Increase (decrease) in liabilities:			
Accounts payable		(42,939)	33,200
Accrued payroll and related liabilities		805	(196)
Deferred revenue		5,102	100
Net cash flows from operating activities	$	(117,610)	(160,639)

Exhibit L-23

CITY OF SEWARD
Seward Marine Industrial Center Enterprise Fund
Schedule of Composition of Net Assets
December 31, 2009
(With Comparative Amounts for 2008)

		2009	2008
Grants and other external contributions	$	35,725,414	35,725,414
Related accumulated amortization		(23,763,385)	(23,239,842)
Contributions from other funds		16,707,375	16,567,145
City-generated deficit		(1,960,659)	(1,693,950)
Total net assets	$	26,708,745	27,358,767

CITY OF SEWARD

COMPREHENSIVE ANNUAL FINANCIAL REPORT

Fiscal Year Ended December 31, 2008

CITY OF SEWARD
Seward Marine Industrial Center Enterprise Fund
Statement of Net Assets
December 31, 2008
(With Comparative Amounts for 2007)

Assets		2008	2007
Current assets:			
Cash and cash equivalents	$	126,457	49,705
Accounts receivable		31,988	31,065
Total current assets		158,445	80,770
Property, plant and equipment:			
Land and land rights		12,021,821	12,021,821
Buildings		277,047	277,047
Improvements other than buildings		26,798,104	26,792,993
Equipment		908,789	908,789
Docks and floats		13,145,688	13,145,688
Total property, plant and equipment in service		53,151,449	53,146,338
Less accumulated depreciation		(25,715,490)	(25,072,855)
Net property, plant and equipment in service		27,435,959	28,073,483
Total assets	$	27,594,404	28,154,253
Liabilities and Net Assets			
Liabilities:			
Current liabilities:			
Accounts payable		45,262	12,062
Accrued payroll and related liabilities		1,083	1,279
Accrued interest		448	558
Current portion of bonds payable		55,094	53,127
Deferred revenue		19,626	19,526
Total current liabilities		121,513	86,552
Noncurrent liabilities, net of current portion - bonds payable		114,124	169,218
Total liabilities		235,637	255,770
Net assets:			
Invested in capital assets, net of related debt		27,266,741	27,851,138
Unrestricted		92,026	47,345
Total net assets		27,358,767	27,898,483
Total liabilities and net assets	$	27,594,404	28,154,253

CITY OF SEWARD
Seward Marine Industrial Center Enterprise Fund
Statement of Revenues, Expenses
and Change in Net Assets
Year Ended December 31, 2008
(With Comparative Amounts for 2007)

		2008	2007
Operating revenues:			
Moorage	$	704	2,367
Wharfage		2,590	565
Boat lift fees		118,350	116,682
Storage		81,059	84,720
Rentals and leases		72,573	70,866
Power sales		24,779	15,021
Miscellaneous		4,462	-
Total operating revenues		304,517	290,221
Operating expenses:			
Salaries and benefits		97,237	77,761
Purchased services		116,516	61,089
Supplies and maintenance		39,352	50,139
Administration and general		199,908	197,147
Depreciation		642,635	642,691
Miscellaneous		47,216	-
Total operating expenses		1,142,864	1,028,827
Loss from operations		(838,347)	(738,606)
Nonoperating revenues (expenses):			
Intergovernmental		2,892	463
Investment income		7,773	8,026
Interest expense		(6,589)	(47,903)
Net nonoperating revenues (expenses)		4,076	(39,414)
Loss before transfers		(834,271)	(778,020)
Transfers in		348,655	364,734
Transfers out		(54,100)	(52,829)
Change in net assets		(539,716)	(466,115)
Beginning net assets		27,898,483	28,364,598
Ending net assets	$	27,358,767	27,898,483

(Of the total depreciation expense of $642,635 above, $523,543 was attributable to capital assets that were funded with capital contributions.)

CITY OF SEWARD
Seward Marine Industrial Center Enterprise Fund
Statement of Cash Flows
Year Ended December 31, 2008
(With Comparative Amounts for 2007)

		2008	2007
Cash flows from operating activities:			
Receipts from customers and users	$	303,694	292,507
Payments to suppliers		(169,884)	(122,456)
Payments to employees		(94,541)	(81,890)
Payments for interfund services used		(199,908)	(197,147)
Net cash flows from operating activities		(160,639)	(108,986)
Cash flows from noncapital financing activities:			
Transfers in		348,655	364,734
Transfers out		(54,100)	(52,829)
Net cash flows from noncapital financing activities		294,555	311,905
Cash flows from capital and related financing activities:			
Principal payments on long-term debt		(53,127)	(151,509)
Interest payments on long-term debt		(6,699)	(9,731)
Acquisition of property, plant and equipment		(5,111)	-
Net cash flows from capital and related financing activities		(64,937)	(161,240)
Cash flows from investing activities - investment income received		7,773	8,026
Net increase in cash and investments		76,752	49,705
Beginning cash and investments		49,705	-
Ending cash and investments	$	126,457	49,705
Reconciliation of loss from operations to net cash provided (used) by operating activities:			
Loss from operations		(838,347)	(738,606)
Adjustments to reconcile loss from operations to net cash flows from operating activities:			
Depreciation		642,635	642,691
Noncash expense - PERS relief		2,892	463
Amortization of debt issuance costs		-	2,410
(Increase) decrease in assets - accounts receivable		(923)	686
Increase (decrease) in liabilities:			
Accounts payable		33,200	7,682
Accrued payroll and related liabilities		(196)	(4,592)
Deferred revenue		100	1,600
Due to other funds		-	(21,320)
Net cash flows from operating activities	$	(160,639)	(108,986)

CITY OF SEWARD

Seward Marine Industrial Center Enterprise Fund
Schedule of Composition of Net Assets
December 31, 2008
(With Comparative Amounts for 2007)

		2008	2007
Grants and other external contributions	$	35,725,414	35,725,414
Related accumulated amortization		(23,239,842)	(22,716,299)
Contributions from other funds		16,567,145	16,218,490
City-generated deficit		(1,693,950)	(1,329,122)
Total net assets	$	27,358,767	27,898,483

CITY OF SEWARD

COMPREHENSIVE ANNUAL FINANCIAL REPORT

Fiscal Year Ended December 31, 2007

CITY OF SEWARD

Seward Marine Industrial Center Enterprise Fund
Statement of Net Assets
December 31, 2007
(With Comparative Amounts for 2006)

Assets		2007	2006
Current assets:			
Cash and cash equivalents	$	49,705	-
Accounts receivable		31,065	31,751
Total current assets		80,770	31,751
Property, plant and equipment:			
Land and land rights		12,021,821	12,021,821
Buildings		277,047	277,047
Improvements other than buildings		26,792,993	26,792,993
Equipment		908,789	908,789
Docks and floats		13,145,688	13,145,688
Total property, plant and equipment in service		53,146,338	53,146,338
Less accumulated depreciation		(25,072,855)	(24,430,164)
Net property, plant and equipment in service		28,073,483	28,716,174
Deferred charges - unamortized debt issuance costs		-	2,410
Total assets	$	28,154,253	28,750,335
Liabilities and Net Assets			
Liabilities:			
Current liabilities:			
Accounts payable		12,062	4,380
Accrued payroll and related liabilities		1,279	5,871
Accrued interest		558	811
Current portion of bonds payable		53,127	151,509
Deferred revenue		19,526	17,926
Due to other funds		-	21,320
Total current liabilities		86,552	201,817
Noncurrent liabilities, net of current portion:			
Bonds payable		169,218	222,345
Less unamortized deferred loss on refunding		-	(38,425)
Total noncurrent liabilities		169,218	183,920
Total liabilities		255,770	385,737
Net assets:			
Invested in capital assets, net of related debt		27,851,138	28,383,155
Unrestricted (deficit)		47,345	(18,557)
Total net assets		27,898,483	28,364,598
Total liabilities and net assets	$	28,154,253	28,750,335

CITY OF SEWARD
Seward Marine Industrial Center Enterprise Fund
Statement of Revenues, Expenses
and Change in Net Assets
Year Ended December 31, 2007
(With Comparative Amounts for 2006)

		2007	2006
Operating revenues:			
Moorage	$	2,367	3,494
Wharfage		565	2,862
Boat lift fees		116,682	106,115
Storage		84,720	94,294
Rentals and leases		70,866	68,784
Power sales		15,021	11,091
Total operating revenues		290,221	286,640
Operating expenses:			
Salaries and benefits		77,761	74,740
Purchased services		61,089	53,600
Supplies and maintenance		50,139	37,498
Administration and general		197,147	175,542
Depreciation		642,691	886,429
Total operating expenses		1,028,827	1,227,809
Loss from operations		(738,606)	(941,169)
Nonoperating revenues (expenses):			
Intergovernmental		463	-
Investment income		8,026	5,820
Interest expense		(47,903)	(50,965)
Net nonoperating revenues (expenses)		(39,414)	(45,145)
Loss before transfers		(778,020)	(986,314)
Transfers in		364,734	260,484
Transfers out		(52,829)	(51,555)
Change in net assets		(466,115)	(777,385)
Beginning net assets		28,364,598	29,141,983
Ending net assets	$	27,898,483	28,364,598

(Of the total depreciatiou expense of $642,691 above, $523,549 was attributable to capital assets that were funded with capital contributions.)

CITY OF SEWARD
Seward Marine Industrial Center Enterprise Fund
Statement of Cash Flows
Year Ended December 31, 2007
(With Comparative Amounts for 2006)

	2007	2006
Cash flows from operating activities:		
Receipts from customers and users	$ 292,507	278,941
Payments to suppliers	(122,456)	(85,896)
Payments to employees	(81,890)	(71,891)
Payments for interfund services used	(197,147)	(175,542)
Net cash flows from operating activities	(108,986)	(54,388)
Cash flows from noncapital financing activities:		
Transfers in	364,734	260,484
Transfers out	(52,829)	(51,555)
Net cash flows from noncapital financing activities	311,905	208,929
Cash flows from capital and related financing activities:		
Principal payments on long-term debt	(151,509)	(147,575)
Interest payments on long-term debt	(9,731)	(12,786)
Net cash flows from capital and related financing activities	(161,240)	(160,361)
Cash flows from investing activities - investment income received	8,026	5,820
Net increase in cash and investments	49,705	-
Beginning cash and investments	-	-
Ending cash and investments	$ 49,705	-
Reconciliation of loss from operations to net cash provided (used) by operating activities:		
Loss from operations	(738,606)	(941,169)
Adjustments to reconcile loss from operations to net cash flows from operating activities:		
Depreciation	642,691	886,429
Noncash expense - PERS relief	463	-
Amortization of debt issuance costs	2,410	2,410
(Increase) decrease in assets - accounts receivable	686	(9,885)
Increase (decrease) in liabilities:		
Accounts payable	7,682	2,704
Accrued payroll and related liabilities	(4,592)	2,849
Deferred revenue	1,600	2,186
Due to other funds	(21,320)	88
Net cash flows from operating activities	$ (108,986)	(54,388)

CITY OF SEWARD
Seward Marine Industrial Center Enterprise Fund
Schedule of Composition of Net Assets
December 31, 2007
(With Comparative Amounts for 2006)

		2007	2006
Grants and other external contributions	$	35,725,414	35,725,414
Related accumulated amortization		(22,716,299)	(22,192,750)
Contributions from other funds		16,218,490	15,853,756
City-generated deficit		(1,329,122)	(1,021,822)
Total net assets	$	27,898,483	28,364,598

Attachment C

Letters of Support

Resurrection Bay Conservation Alliance

PO Box 1092
Seward, Alaska 99664
907 224 4621
rbca-alaska.org

April 28, 2009

City of Seward
PO Box 167
Seward, AK 99664

Attn: Kari Anderson

Re: Seward Marine Industrial Center Vessel Wash-Down System

Dear Kari,

The Resurrection Bay Conservation Alliance ("RBCA") fully supports the grant proposal for the Seward Marine Industrial Center Vessel Wash-Down System. Our mission is to "enjoy and advocate for healthy water, lands, and air. This project fits our mission perfectly.

We are impressed with the project description, especially since it will eliminate contaminated wastewater discharges. All wash water will flow into a debris screening trap. After screening the water will then be further cleaned using an electrocoagulation process and then reused. The use of an approved hazardous materials handling company to collect all solids and used water twice a year for appropriate disposal is also commendable.

RBCA has heard several fisherman complain about how Seward's upgraded harbor does not have a grid (used to pressure wash hulls in the harbor at low tide). Having an affordable upland hull cleaning station is the right way to deal with this issue.

RBCA is very pleased to see the City of Seward taking proactive steps to reduce the pollution of the harbor and Resurrection Bay.

Sincerely,

Matt Gray
RBCA Watershed Program Coordinator

Alaska SeaLife Center
windows to the sea

April 22, 2009

To Whom it may concern,

I am very pleased to offer my support for the proposed Seward Marine Industrial Center's Vessel Wash-down Facility. This is a critical measure to reduce marine debris, contaminants and invasive species. Marine invasive species may be transported to local waters or transferred from Resurrection Bay to other locations with increased vessel traffic, vessel maintenance and marine activities associated with coastal development. I particularly want to emphasize the benefit such a wash-down facility will provide to control and prevent the spread of non-indigenous and marine invasive species.

Under my direction the Alaska SeaLife Center (www.alaskasealife.org) has implemented a marine invasive species monitoring program in Resurrection Bay. Invasive species are those that are non-indigenous to a region but also can cause significant ecological and economic impact. Numerous examples of marine invasive species can be listed including those now found in or may be relocated to Alaska waters. Fifteen such species have been identified in Prince William Sound. The most notable vector for transfer of invasive species is vessel transport either in bilge water or on vessel bottoms. One method to prevent transfer of invasive species is to assure vessel bottoms are cleaned and bottom waste including attached organisms are not flushed back into local water bodies where they may survive and propagate. Participating as a member of the Alaska Invasive Species Working Group and its Marine Species Subcommittee, we are too well aware of the spread and identity of species of concern such as *Botryllid* tunicates identified now in Southeast, Alaska. We are working with the Smithsonian Environmental Research Center (http://invasions.si.edu/) Marine Invasion Research Lab to implement a tunicate monitoring protocol anticipating prevention and monitoring are far less costly to implement than eradication programs long after an invasion has occurred.

Vessel bottom wash-down is a standard procedure http://www.epa.gov/nps/mmsp/section4.13.pdf and its practice is wide spread. Unfortunately many wash-down procedures are not in the interest of preventing spread of invasive species if wash-down occurs on harbor grids and effluent runs into harbors. Wash-down can cause organism damage and treated water can cause organism death, but surviving organisms or organism life stages that may be washed into habitable waters may propagate unless the wash-down location and effluent collection and treatment method entirely prevents possible contamination of water bodies. I have reviewed the proposed vessel wash-down facility location and treatment method and fully support funding and implementing such a facility to help prevent the spread of invasive species to the marine waters of Resurrection Bay where they may further spread causing costly and perhaps irreversible damage to the marine ecosystem and economies reliant on vibrant marine indigenous species productivity.

In further support of the project as proposed, the Alaska SeaLife Center Invasive Species Monitoring Program staff will document the wash-down facility as a site to monitor for invasive

P.O. Box 1329, Seward, AK 99664-1329
907-224-6300

species and observe treatment and outcomes of the wash-down protocols. We are pleased to think this facility might become an additional resource in the challenge to prevent marine invasive species from occurring in Resurrection Bay.

Sincerely,

Howard Ferren
Director of Conservation

P.O. Box 1329, Seward, AK 99664-1329
907-224-6300

Sponsored by: Oates

CITY OF SEWARD, ALASKA
RESOLUTION 2010-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, AUTHORIZING THE CITY MANAGER TO IMPLEMENT THE SEWARD SMALL BOAT HARBOR VESSEL MAINTENANCE AND REPAIR POLICY.

WHEREAS, the vessels within the Seward Small Boat Harbor require minor maintenance including varnishing, waxing, sanding, painting, window replacement, and other small repairs which are not cost effective to be completed at an upland storage and maintenance yard; and

WHEREAS, while some vessel owners and operators strive to be considerate of other harbor users and harbor infrastructure by containing waste and debris associated with maintenance activities, a clear policy and requirement statement from the City does not exist; and

WHEREAS, in the fall of 2009, the Port and Commerce Advisory Board and City administration recognized a need for, and subsequently developed a policy for, managing vessel maintenance activities occurring in the Seward Harbor; and

WHEREAS, the City administration attempted to balance the issues of small businesses and boat owners conducting their own work against protecting the interests of the City, specifically to follow state and federal environmental guidelines and to preserve the non-industrial nature of the Seward Small Boat Harbor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA that:

Section 1. The City Manager is authorized to implement the Seward Small Boat Harbor Vessel Maintenance and Repair Policy, in substantial form as presented at this meeting, and to make such changes to the policy as necessary to finalize the policy but without changing the substantive terms as described in the policy.

Section 2. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the city of Seward, Alaska, this 12th day of April, 2010.

CITY OF SEWARD, ALASKA
RESOLUTION 2010-
_____

THE CITY OF SEWARD, ALASKA

_____
Willard E. Dunham, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Jean Lewis
City Clerk

(City Seal)

Sponsored by: Oates

CITY OF SEWARD, ALASKA
RESOLUTION 2011-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, AUTHORIZING THE CITY MANAGER TO SUBMIT A PROPOSAL TO THE EXXON VALDEZ OIL SPILL TRUSTEE COUNCIL FOR A VESSEL WASH DOWN PAD FOR THE SEWARD MARINE INDUSTRIAL CENTER IN THE AMOUNT OF $739,100

WHEREAS, the Seward Marine Industrial Center (SMIC) operates a 250-ton Marine Travelift and completes an average of 85 lifts each calendar year; and

WHEREAS, the SMIC yard currently operates without a means to wash and collect waste water from vessel cleaning operations; and

WHEREAS, the standard operating procedure is for each vessel to have a tarp placed under to vessel to collect debris, and this mechanism for collection of bottom paint and hull washing water would be improved with the installation of a concrete wash down pad and water treatment system; and

WHEREAS, the benefits for this project include convenience for customers and businesses looking to perform routine maintenance on their vessel, and environmental benefits from the collection of wash water and bottom paint; and

WHEREAS, this project is recommended in the Seward Marine Industrial Center's Development Plan as adopted by City Council Resolution 2008-33 under the Environment and Waste Management section.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA that:

Section 1. The City Manager is authorized to submit a proposal to the Exxon Valdez Oil Spill Trustee Council for a vessel wash down pad for the Seward Marine Industrial Center in the amount of $739,100.

Section 2. This resolution shall take effect immediately.

CITY OF SEWARD, ALASKA
RESOLUTION 2011-008

PASSED AND APPROVED by the City Council of the City of Seward, Alaska, this 14th day of February, 2011.

THE CITY OF SEWARD, ALASKA

Willard E. Dunham, Mayor

AYES: Valdatta, Smith, Shafer, Dunham
NOES: None
ABSENT: Bardarson, Keil, Casagranda
ABSTAIN: None

ATTEST:

Johanna Kinney, CMC
City Clerk

(City Seal)

Council Agenda Statement

Meeting Date: February 14, 2011

Through: Phillip Oates, City Manager
From: Kari Anderson, Seward Harbormaster

Agenda Item: A resolution in support of a proposal to the Exxon Valdez Oil Spill Trustee Council for a vessel wash down pad for the Seward Marine Industrial Center.

BACKGROUND & JUSTIFICATION:

The Exxon Valdez Oil Spill Trustee Council has released their invitation for proposals for federal fiscal year 2012. The invitation calls for proposals in the four focus areas of 1.) herring; 2.) long-term monitoring of marine conditions and injured resources; 3.) harbor protection and marine restoration and 4.) lingering oil. The harbor protection and marine restoration area is further divided into additional sections including: 1.) storm water, wastewater, and harbor projects; 2.) marine debris removal and 3.) response, damage assessment, and restoration implications. Additional information may be found at the EVOS website at: www.evostc.state.ak.us/

The City of Seward intends to submit a proposal for a vessel wash down pad for vessels lifted at the Seward Marine Industrial Center utilizing the 250-ton marine travelift. This wash down pad will allow for the collection wash water, marine bio-fouling, and loose hull material (such as bottom-paint). This proposal will be for full funding of all permitting, engineering, materials, and construction for this vessel wash down pad. This infrastructure upgrade was discussed at length in the 2009 Seward Marine Industrial Center Uplands Operational Analysis completed by Northern Economics. The Ports of Wrangell, Valdez, and Kodiak have concrete wash down areas for vessels utilizing their marine travelifts.

INTENT: To support a proposal to the Exxon Valdez Oil Spill Trustee Council for a vessel wash down pad at the Seward Marine Industrial Center.

CONSISTENCY CHECKLIST: Where applicable, this agenda statement is consistent with the Seward City Code, Charter, Comprehensive Plans, Land Use Plans, Strategic Plan and City Council Rules of Procedures or Other Plans or Policies:

Yes (*List Below*) No

1. Seward Marine Industrial Center Development Plan
   Develop environmentally acceptable repair stations… Pave wash down station with rain water encapsulations.
2. Strategic Plan
   Economic Base, Improve and Expand Maritime Facilities

FISCAL NOTE:

This proposal to the Exxon Valdez Oil Spill Trustee Council will be for an amount of $739,100 to include mobilization, sitework and materials, electrical work, engineering fees, and a City of Seward 10% grant management overhead fee. There is no required match for this grant. The construction costs for this project were estimated by PND Engineering, Inc.

Approved by Finance Department: Kristen Erchinger

ATTORNEY REVIEW: Yes_____ No X

RECOMMENDATION:

The City Council approves Resolution No. 2011-008 authorizing the City Manager to submit a proposal to the Exxon Valdez Oil Spill Trustee Council for a vessel wash down pad at the Seward Marine Industrial Center.

Attachment D

SMIC and Harbor Resolutions and Policies

Sponsored by: Janke

CITY OF SEWARD, ALASKA
RESOLUTION 2000-057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, AUTHORIZING THE CITY MANAGER TO IMPLEMENT THE SEWARD MARINE INDUSTRIAL CENTER UPLAND BOAT WORKS POLICY.

WHEREAS, the Seward Marine Industrial Center upland storage area was originally conceived as an overflow area during the winter months for large boat storage; and

WHEREAS, the upland storage area has seen varied and expanded use over the last ten years to include boat repair activities supporting several small businesses as well as an upland storage facility; and

WHEREAS, while some of these businesses follow "best management practices" to contain waste and debris associated with repair activities, a clear policy and requirements statement from the City does not exist; and

WHEREAS, in the summer of 1999, the Port and Commerce Advisory Board recognized a need for, and subsequently developed a policy for, managing boat repair activities in the upland storage area of the Seward Marine Industrial Center; and

WHEREAS, over the course of eight months, representatives from the public, various boat repair businesses, Alaska Municipal League - Joint Insurance Agency, administration and staff labored to draft a policy that met the needs of the city and boat owners; and

WHEREAS, the Port and Commerce Advisory Board attempted to balance the issues of small businesses and private boat owners conducting their own work against protecting the interests of the City, fair and equal competition and stimulating business activities versus "regulating out" individuals and small businesses;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, that:

Section 1. The City Manager is authorized to implement the Seward Marine Industrial Center Upland Boat Works Policy, in substantial form as attached hereto, and to make such changes to the attached policy as necessary to finalize the policy but without changing the substantive terms as described in the attached policy.

Section 2. This resolution shall take effect immediately upon its adoption.

CITY OF SEWARD, ALASKA
RESOLUTION 2000-057

PASSED AND APPROVED by the City Council of the city of Seward, Alaska, this 10th day of July, 2000.

THE CITY OF SEWARD, ALASKA

Ed. Blatchford

Edgar Blatchford, Mayor

AYES:	Blatchford, Brossow, Orr, Shafer
NOES:	Calhoon, Clark, King
ABSENT:	None
ABSTAIN:	None

ATTEST:

Patrick Reilly

Patrick Reilly
City Clerk

(City Seal)

CITY OF SEWARD INCORPORATED SEAL JUNE 1, 1912 STATE OF ALASKA

Sponsored by: Oates

CITY OF SEWARD, ALASKA
RESOLUTION 2010-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, AUTHORIZING THE CITY MANAGER TO IMPLEMENT THE SEWARD SMALL BOAT HARBOR VESSEL MAINTENANCE AND REPAIR POLICY.

WHEREAS, the vessels within the Seward Small Boat Harbor require minor maintenance including varnishing, waxing, sanding, painting, window replacement, and other small repairs which are not cost effective to be completed at an upland storage and maintenance yard; and

WHEREAS, while some vessel owners and operators strive to be considerate of other harbor users and harbor infrastructure by containing waste and debris associated with maintenance activities, a clear policy and requirement statement from the City does not exist; and

WHEREAS, in the fall of 2009, the Port and Commerce Advisory Board and City administration recognized a need for, and subsequently developed a policy for, managing vessel maintenance activities occurring in the Seward Harbor; and

WHEREAS, the City administration attempted to balance the issues of small businesses and boat owners conducting their own work against protecting the interests of the City, specifically to follow state and federal environmental guidelines and to preserve the non-industrial nature of the Seward Small Boat Harbor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA that:

Section 1. The City Manager is authorized to implement the Seward Small Boat Harbor Vessel Maintenance and Repair Policy, in substantial form as presented at this meeting, and to make such changes to the policy as necessary to finalize the policy but without changing the substantive terms as described in the policy.

Section 2. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the city of Seward, Alaska, this 12th day of April, 2010.

CITY OF SEWARD, ALASKA
RESOLUTION 2010-
_____

THE CITY OF SEWARD, ALASKA

_____
Willard E. Dunham, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Jean Lewis
City Clerk

(City Seal)

CITY OF SEWARD
P.O. BOX 167
SEWARD, ALASKA 99664-0167

File: 603-02-00

- Main Office (907) 224-4050
- Police (907) 224-3338
- Harbor (907) 224-3138
- Fire (907) 224-3445
- **Harbor Fax (907) 224-7187**

City of Seward Policy Memorandum

Subject: **SEWARD MARINE INDUSTRIAL CENTER (SMIC) UPLAND BOAT WORK POLICY**

PURPOSE. This Policy Statement establishes the City of Seward's policy concerning allowable boat work activities in the upland area at SMIC. This policy applies to temporary use areas; areas not covered by a specific long-term lease or management agreement. Long-term lease and resulting business activities are covered through specific, negotiated agreements and are separate from this policy. It does not apply to boats in a storage-only condition.

DISCUSSION. It is the custom to allow boat owners, businesses and subcontractors to perform various boat work (maintenance and repair) activities in the upland storage area of SMIC. As the use of this area has evolved, so have the number and scope of boat work activities. Section 7.10.545 of the City of Seward Code provides that maintenance and repair activities are permitted in the boat storage area of SMIC and other areas as designated by the Harbormaster. A standard operating policy and list of minimum requirements to be met is necessary in order to protect the interests of the City, its citizens and employees as well as the rights of other businesses. Short-term upland use agreements, insurance requirements, indemnification agreements and permits must be developed and their use instituted to address the concerns and best interests of everyone.

POLICY. The following documents have been approved by the City Council. The Harbormaster shall enforce and administer the policies and procedures.

Allowable Maintenance and Repair Activities - A list of allowable maintenance and repair activities for the SMIC upland storage area.

Rules and Best Management Practices Governing Boat Work Activities - A list of rules and Best Management practices governing maintenance and repair activities.

Pre-approved Contractor List - this list shall be maintained by the harbormaster and shall contain the names, addresses and phone numbers of contractors who have been pre-approved to conduct business at the SMIC storage yard.

Land Use or License Agreement - An agreement between a contractor (license) or boat owner (land use) and the City regarding the use of land in the upland storage area of the SMIC.

Business Licenses - With the exception of State and Federal Contractors and boat owners performing their own work, all businesses will be required to have the appropriate business license required by State and Local Regulations. Evidence of such licenses may be required by the Harbormaster.

Insurance. The person performing the work, having the work performed or contracting for the services must have the required statutory insurance for Worker's Compensation and other insurance required by law. Additionally, all contractors desiring to be on the pre-approved contractor list shall have a minimum of $1 million liability insurance with the City of Seward listed as an additional insured and a waiver of subrogation.

ACTION. The Harbormaster shall draft, submit for approval, implement and enforce the Seward Marine Industrial Center Upland Boat Work Policy. This policy will be reviewed by the Port and Commerce Advisory Board, the City Administration and approved by the City Council prior to implementation.

THE CITY OF SEWARD,

W. Scott Janke
City Manager

7/28/00
Date

Enclosures: (1) Allowable Maintenance and Repair Activities
(2) Rules, Best Management Practices Governing Boat Work Activities, Pre-approved Contractor List Procedures
(3) Land Use Agreement - Insurance

Enclosure (1) to City of Seward Policy Memorandum regarding Seward Marine Industrial Center (SMIC) Upland Boat Work Policy

Allowable Maintenance and Repair Activities

Allowable Maintenance and Repair Activities. The following maintenance and repair activities or similar activities are authorized in the SMIC area or upland boat storage areas of SMIC.

Replacing zinc anodes

Propeller, shaft, rudder and bearing replacement

Sand or water blasting, sanding, spray painting and painting

Interior Blasting, sanding, spray painting and painting

Engine and equipment repairs, including replacement

Interior habitability changes, upgrades or modifications

Transducer and through hull fitting repair and/or replacement

Installing or replacing permanent or temporary equipment, electronics

Stability improvements such as bilge keels, a modification to ballast or ballast tanks and changes in topside weight distribution/configuration.

Hull plate, planking, or laminate renewal and/or replacement and exclusive of integral petroleum tanks. Any activity opening a petroleum tank or requiring a chemist's gas-free certificate shall have that certificate posted prior to conducting work. A copy of such certificate shall be provided to the Harbormaster.

Welding, cutting, torching and similar hotwork to the extent necessary to complete the above repairs

Construction. Generally, construction shall mean, "to assemble from parts". Any construction or reconstruction shall be done on leased property or on property designated for such purposes. Major construction or reconstruction is not allowed in the boat storage area or similar area at SMIC. Any alteration of the existing silhouette of the boat as hauled out, purely for increasing length, capacity, or similar reasons shall be deemed construction. The Harbormaster shall determine what constitutes maintenance and repair versus major construction activities. This determination will be made prior to commencing work on any boat.

Enclosure (2) to City of Seward Policy Memorandum regarding Seward Marine Industrial Center (SMIC) Upland Boat Work Policy

Rules Governing Boat Work Activities And Best Management Practices

The following rules and Best Management Practices apply to businesses, boat owners and other persons, performing maintenance and repair activities at SMIC.

Pre-Approved Contractors List. Those businesses and/or individuals performing activities for fees such as mechanical or structural repairs, handling of hazardous material or use of complicated equipment are required to meet the requirements of and be listed on the City's Pre-Approved Contractor's List. Incidental businesses providing services that are non-hazardous and non-technical such as boat cleaning, detailing, canvas/sail repairs and carpet cleaning are not required to be on this list. No other contractors are allowed to conduct mechanical or structural repairs on boats at the SMIC.

Business License. Businesses and/or individuals performing activities for fees shall have a current Business license from the City of Seward and Kenai Peninsula Borough..

Water. The person performing the maintenance and repair work will provide and bear the expense for, water if necessary to perform the activities, or pay a fee for this service if provided by the City.

Restrooms. The person performing the maintenance and repair work will provide and bear the expense for, restroom facilities for their workers either through construction of a facility or rental of temporary restroom containers.

Electricity. Electricity shall be supplied by the person performing the maintenance and repair work through portable generating equipment or through an installed electrical service. Installed electrical service shall only be used upon permission of the Harbormaster. Fees for use of the installed electrical service will be assessed according to the Port and Harbor Tariff. No alterations, additions or changes to the meter, meter base, cabling, breakers or any part of the existing service is allowed unless authorized by the Harbormaster in advance and performed by a certified electrician.

Garbage. A limited amount of refuse disposal is provided. There is one construction material dumpster and one general garbage dumpster for public use. Contractors are encouraged to supply their own waste receptacles. Garbage shall be separated as required by the refuse contractor.

Used Oil, HAZMAT Disposal. The person performing the maintenance and repair work shall provide and bear the expense, for containment, collection, removal, clean up and disposal of all used oil, petroleum products, anti-freeze, solvents and other HAZMAT in accordance with existing Federal, State and Local regulations. The harbor department has the ability to collect and dispose of limited quantities of clean, used oil. Disposal of absorbs, filters and other oiled products is limited. Fees for collection and disposal of these items are contained in the Port and Harbor Tariff. Disposal of these items that exceed the capabilities of the harbor department or disposal of other hazardous materials or waste is the responsibility of the contractor and/or the boat owner.

Blast Grit. The person performing the maintenance and repair work shall provide and bear the expense for, containment, collection, removal, clean up and disposal of all blast grit and paint debris as a result of blasting, chipping, scraping or other activities resulting in paint debris in accordance with existing Federal, State and Local regulations. (Revised 9/00)

Spray Painting. The person performing the maintenance and repair work shall provide and bear the expense for, containment, collection, removal, clean up and disposal of all paint, paint products and overspray associated with painting activities in accordance with existing Federal, State and Local regulations.

Materials/Equipment Stowage. All vehicles, materials, equipment, supplies and associated appurtenances used in maintenance and repair activities shall be stowed neatly in the area surrounding the boat. At no time shall any of these items be left in such a manner as to obstruct access to adjacent boats, the roadway, fire lanes, utility accesses, or Travelift runway. The area under and around the boat including the "footprint" of the Travelift is the designated area for these items and then only if actively in use.

Failure to Observe Rules. Failure of any party conducting repairs and maintenance activities to observe these rules is a default of the user's agreement with the City and may result in a stop work order issued by the Harbormaster and/or action taken on a performance bond.

Best Management Practices

All repairs and maintenance activities listed in Enclosure (1) to this policy shall be conducted within the fenced upland storage area at SMIC. No repairs and maintenance activities with the exception of propeller changes, bolt-on zinc replacement, incidental business activities and visual inspections may be conducted outside of this area.

Work areas shall be cleaned after each operation is completed or at the end of the day. Remove all trash, debris, paint ships, fiberglass, blast grit and residue etc.

Any maintenance involving blasting, chipping, sanding or other ablative/abrasive removal of material or paint shall be done over canvas or plastic tarps. If water blasting is conducted, filter fabric may be used instead of canvas or plastic tarps to allow water to pass through. These activities shall be done in an enclosed or sheltered structure or in a tarped enclosure to contain airborne debris and dust. Use of vacuum sanders and equipment is encouraged to collect and retain material. Use of alternative blasting systems, such as an enclosed plastic medium blast and recovery system, is strongly encouraged.

Collected paint chips, dust, sediment, blast grit and similar debris shall be placed in containers approved for such material and disposed of according to Federal, State and local regulations. This material shall not be disposed of in the trash or construction materials dumpsters, unless tested and approved for such disposal by an environmental services company approved by the City.

Anti-fouling paints containing the minimum amount of toxin necessary for the expected conditions is strongly recommended. Avoid the use of soft ablative paints and use water based paints where possible. Stay informed about anti-fouling products such as Teflon, silicone, polyurethane and wax that have limited negative impacts. Inform your customers and substitute use of these products where applicable.

Minimize the use of spray painting equipment. Use brushes and rollers whenever possible. Spray painting is prohibited over water. Mix only as much paint as necessary for the job and use small containers. Smaller containers mean smaller spills when they occur. Designate an area to mix paints, solvents and reducers. Keep records of paint use, type, application, amount required etc. All spray painting shall be conducted over land in a spray booth or under a tarp. Use equipment with high transfer efficiency such as high volume, low-pressure spray guns, air-atomizer spray guns or gravity-feed guns. Use trained painters in order to reduce overspray and minimize the amount of paint per job.

Store opened containers of useable solvents and paints in covered, UL-listed, or Factory Mutual approved containers. Hire a licensed waste hauler to recycle or dispose of used solvents. Direct solvents used to clean spray equipment into containers to prevent evaporation of volatile organic compounds. A closed gun cleaning system will save money on cleaning materials. Use only one cleaning solvent to simplify disposal and use only the minimal amount of solvent needed for a given job. Use soy-based solvents and other similar products with no or low volatility. Order your spray painting jobs to minimize coating changes and order your work light to dark. Fewer changes mean less spray gun purging and cleaning. Allow solids to settle out of used strippers and thinners so you can reuse solvents. Keep records of solvent and paint use so you know the amount of hazardous waste generated on site.

Store engine parts and engines on impervious surfaces. Do not wash engine parts over bare ground or water. Use pre-cleaning methods such as wire brushing and avoid unnecessary parts cleaning. Adopt alternatives to solvent-based parts washers such as Bioremediating systems that take advantage of microbes to digest petroleum. Bioremediating systems are self-contained; there is no effluent. The cleaning fluid is a mixture of detergent and water. Microbes are added periodically to "eat" the hydrocarbons. If using solvent to clean engine parts, do so in a container parts washer with a lid to prevent evaporation of volatile organic compounds. Reuse the solvent. Once the solvent is totally spent, recycle it. Use drip pans when handling any type of liquid and use separate drip pans for reach fluid to avoid mixing. Recycle the collected fluid. Use funnels to transfer fluids and drain all parts of fluid prior to disposal. Clean engine repair areas regularly using dry cleanup methods. Capture petroleum spills with absorbent pads and materials. Do not hose down the repair area with water.

Winterizing. Use propylene glycol antifreeze for all systems; it is less toxic than ethylene glycol. Use the minimum amount of antifreeze necessary for the job. Ethylene glycol should never be used in potable water systems; it is highly toxic and can not be purged reliably. Add stabilizers to fuel to prevent degradation. Stabilizers are available for gasoline and diesel fuels and for crankcase oil. Be sure fuel tanks are 85-90% full to prevent flammable fumes from accumulating and to minimize the possibility of condensation leading to corrosion. Do not fill the tank more than 90% full. Use the highest rated octane recommended by the engine manufacturer; premium fuels are more stable than others are. Be sure the gas cap seals tightly.

There may be additional requirements mandated by Alaska Department of Ecology, Environmental Protection Agency, various Federal and State regulations, and/or other regulatory agencies. You are required to know and comply with these regulations.

Pre-Approved Contractor Listing

License Agreement – A License Agreement is required for anyone conducting boat maintenance on City property not leased for long term use. This agreement includes indemnification and hold harmless clauses as well as insurance coverage provisions.

Business License – Valid, applicable business licenses (City, State) are required for contractors to work on boats or to conduct maintenance and repair activities.

Insurance – Pre-approved contractors must procure and maintain, at their own expense, the following minimum insurance coverage in force at all times in order to be on the pre-approved contractor list.

Coverage	Per Occurrence
Commercial General Liability	$1,000,000
Automobile Liability	$1,000,000
Ship Repair Legal Liability	$1,000,000
Worker's Compensation	As required by AS 23.30.045 and other statutory Obligations

Owners conducting their own repairs and maintenance shall have a minimum of $1,000,000 General Liability insurance and may be required to post a $50,000 performance bond as determined by the Harbormaster.

All insurance policies shall name the City as an additional insured with a waiver of subrogation against the City of Seward. The contractor and/or boat owner shall pay all deductibles.

Enclosure (3) to City of Seward Policy Memorandum regarding Seward Marine Industrial Center (SMIC) Upland Boat Work Policy

SEWARD MARINE INDUSTRIAL CENTER (SMIC) SHORT TERM USE AGREEMENT

INSURANCE REQUIREMENTS

INDEMNIFY/HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the **User** agrees to defend, pay on behalf of, indemnify, and hold harmless the **City of Seward, Alaska**, its elected and appointed officials, employees, volunteers and others working on behalf of the **City of Seward** against any and all claims, demands, suits, liabilities, penalties or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the **City of Seward,** its elected and appointed officials, employees, volunteers or others working on behalf of the **City of Seward**, by reason of personal injury, including bodily injury or death, property damage, including loss of use thereof, and environmental damage or liabilities, which arises out of or is in any way connected or associated with the use of this facility or property of the **City of Seward** by the **User**, its employees, agents, or contractors.

SIGNED:_____ **DATE:**_____

INSURANCE REQUIREMENTS

The User shall not commence with use of the City's facility/land until the User has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of Alaska. All coverage shall be with carriers acceptable to the City of Seward. The required lines and limits of insurance are as follows:

Contractors

1) **General Liability Insurance**: The User shall procure and maintain during the life of this agreement, general liability insurance on an "occurrence basis" with limits of liability not less than $1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.

2) **Motor Vehicle Liability Insurance**: The User shall procure and maintain during the life of this agreement, motor vehicle liability insurance, including all applicable no fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit.

(Insurance Requirements Continued)

3) **Ship Repair Legal Liability**: The User shall procure and maintain during the life of this agreement, ship repair legal liability insurance, with limits of liability of not less than $1,000,000 per occurrence combined single limit.

4) **Workers Compensation Insurance**: The User shall procure and maintain during the life of this contract, workers compensation insurance, including employers liability coverage, in accordance with all applicable statutes of the State of Alaska.

5) **Additional Insured**: All insurance policies, as described above, shall include an endorsement stating the following shall be **Additional Insured**: The City of Seward, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether the other available coverage be primary, contributing or excess.

6) **Cancellation Notice**: All insurance policies, as described above, shall include an endorsement stating the following: "Sixty (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Harbormaster, City of Seward, P.O. Box 167, Seward, AK 99664.

7) **Proof of Insurance**: Prior to commencement of any maintenance or repair activities at the SMIC, the User shall provide the City with certificates of insurance and/or policies, acceptable to the City of Seward, for each of the insurance policies described above.

Boat owners conducting their own Repairs and Maintenance

1) **General Liability Insurance**: The User shall procure and maintain during the life of this agreement, general liability insurance on an "occurrence basis" with limits of liability not less than $1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.

Additional Insured: All insurance policies, as described above, shall include an endorsement stating the following shall be **Additional Insured**: The City of Seward, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether the other available coverage is primary, contributing or excess.

(Insurance Requirements Continued)

Cancellation Notice: All insurance policies, as described above, shall include an endorsement stating the following: "Sixty (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Harbormaster, City of Seward, P.O. Box 167, Seward, AK 99664.

Proof of Insurance: Prior to commencement of any maintenance or repair activities at the SMIC, the user shall provide the City with certificates of insurance and/or policies, acceptable to the City of Seward, for each of the insurance policies described above.

If this agreement is with a business organization, the User must supply proof of their authority to bind that business organization.

SIGNED:_____ **DATE:**_____

APPROVAL: THE CITY OF SEWARD

APPROVED BY_____ DATE:_____

CITY OF SEWARD
P. O. Box 167
1300 4th Avenue
Seward, Alaska 99664

Harbor Department
907.224 3138 907.224.7187fax
harbormaster@cityofseward.net
www.cityofseward.net/harbor

WORK PLAN FOR SMIC UPLAND BOAT WORK POLICY

NAME OF BOAT_____

TYPE OF WORK PLANNED_____

_____

_____

_____

_____

WHO WILL BE DOING THE WORK?_____

PRE-APPROVED CONTRACTOR?_____

ESTIMATED COMPLETION DATE_____

_____

_____

IF THIS IS TO TAKE LONGER, I WILL NOTIFY THE SEWARD BOAT HARBOR @ 224-3138.

RESPONSIBLE PARTY:_____

DATE _____

PROTECTIVE LAYER UNDER THE BOAT BLOCKING - A FULL SIZE LAYER MUST BE PLACED UNDER THE BLOCKING OF THE BOAT IN ORDER TO CONTAIN PAINT CHIPS, SAND BLASTING MATERIAL, SPILLAGE, AND PREVENT FIREHAZARDS ETC.

Recommendations: Filter Fabric and Reinforced Poly

I, _____ understand that before my boat _____is
(PRINTED NAME)

blocked in the SMIC yard I will place a layer large enough to cover the outside perimeter of the vessel. I understand that this is a requirement as mandated by the State Department of Environmental Conservation through the City of Seward.

Owner: _____ Date: _____

~this section for office use only~

*Account number:*_____

☐ *Checked by* _____
(Harbor Personnel)

☐ *Copy to boat owner*
☐ *Copy in SMIC boat work file*

Yard Cleanup Checklist

Total removal and proper disposal of all synthetics (man-made materials) required in this yard. All natural materials used (wood, rocks) must also be returned to where it originally came from. Some items to remember:

Natural Items

- ☐ Rocks
- ☐ Wedges
- ☐ Balancing Blocks
- ☐ Stained Dirt & Soil

Synthetics

- ☐ Tarp Removal and Disposal
- ☐ Chipped Paints & Zincs
- ☐ Sandblast Dust
- ☐ Waste Oils & Liquids
- ☐ Fiberglass
- ☐ Glass
- ☐ Boat Repair Items; Bolts, Nuts, Washers, Welding Rods etc.
- ☐ Scrap Metals

"YARD MUST LOOK CLEANER THAN WHEN YOU ARRIVED!"

Seward Marine Industrial Center. Lay time for upland storage in the Seward Marine Industrial Center shall be charged at a rate of ten cents ($0.10) per linear foot of the overall length of the vessel per calendar day. For stays of longer than one year, the lay time shall be charged at a rate of twenty cents ($0.20) per linear foot of the overall length of the vessel per calendar day after one year.

Seward Marine Industrial Center

250 Ton Marine TraveLift Rates

Base Rate one-way lift (1 hour)	$346.50
Additional Cost: Vessels over 55 feet LOA	$ 21.00 per foot
Rate after first hour of lift	$ 86.63 every 15 minutes
Relocation Fee	Same as Base Rate
No-Show Fee, must cancel minimum 1 hour prior	Same as Base Rate

ADD 7% sales tax

Size	Cost	Size	Cost	Size	Cost	Size	Cost
56	$367.50	74	$745.50	92	$1,123.50	110	$1,501.50
57	$388.50	75	$766.50	93	$1,144.50	111	$1,522.50
58	$409.50	76	$787.50	94	$1,165.50	112	$1,543.50
59	$430.50	77	$808.50	95	$1,186.50	113	$1,564.50
60	$451.50	78	$829.50	96	$1,207.50	114	$1,585.50
61	$472.50	79	$850.50	97	$1,228.50	115	$1,606.50
62	$493.50	80	$871.50	98	$1,249.50	116	$1,627.50
63	$514.50	81	$892.50	99	$1,270.50	117	$1,648.50
64	$535.50	82	$913.50	100	$1,291.50	118	$1,669.50
65	$556.50	83	$934.50	101	$1,312.50	119	$1,690.50
66	$577.50	84	$955.50	102	$1,333.50	120	$1,711.50
67	$598.50	85	$976.50	103	$1,354.50	121	$1,732.50
68	$619.50	86	$997.50	104	$1,375.50	122	$1,753.50
69	$640.50	87	$1,018.50	105	$1,396.50	123	$1,774.50
70	$661.50	88	$1,039.50	106	$1,417.50	124	$1,795.50
71	$682.50	89	$1,060.50	107	$1,438.50	125	$1,816.50
72	$703.50	90	$1,081.50	108	$1,459.50	126	$1,837.50
73	$724.50	91	$1,102.50	109	$1,480.50	127	$1,858.50

Please call the Seward Harbor at (907) 224-3138 or email: harbormaster@cityofseward.net to schedule a lift and receive more information about our storage yard and facilities. We are open 7 days a week 8-5.

UPLANDS STORAGE AGREEMENT

Seward Boat Harbor
P.O. Box 167, Seward, Alaska 99664
Telephone: (907) 224-3138 Fax: (907) 224-7187

Name of Vessel:_____ **Length:**_____

Owner:_____

Address:_____ **Phone#**_____

CITY:_____ **State:**_____ **Zip:**_____

ESTIMATED RETURN TO WATER_____

CHARGES

10 cents per foot per day on overall length of vessel, and

7% sales tax

AFTER ONE YEAR, 20 cents per foot per day plus sales tax

THE FOLLOWING TERMS AND CONDITIONS CONTAIN IMPORTANT INFORMATION THAT MAY AFFECT YOUR LEGAL RIGHTS. YOU MUST READ THE FOLLOWING MATERIAL BEFORE SIGNING THIS AGREEMENT.

Owner's Responsibilities. Owner agrees that, if City assigns Owner the use of storage space, and Owner or Owner's agent or employee fails to comply with the terms of this agreement, the City Code, or the Harbor Tariff, the City may take any action authorized by the City Code or the Harbor Tariff including, but not limited to, terminating Owner's right to use the storage space, removing the Vessel from the storage space at Owner's risk and expense, and/or impounding and disposing of the Vessel with Owner bearing all risk and expense of impoundment and disposal. Owner agrees further that: (1) Owner is solely responsible for providing and maintaining material used in blocking the Vessel and that such material is Owner's property, is considered part of the Vessel, and must be removed from City property before this agreement will be considered terminated; (2) Owner is solely responsible for directing the positioning or placement of blocking and positioning of the Vessel on the blocking, provided, however, that the City may, at the determination of the operators of the lifting machinery, refuse to release the Vessel if there is inadequate blocking or any other condition that presents a danger to adjacent boats or persons; (3) under no circumstances will the City, its employees, or agents be responsible for directing placement or positioning of blocking; (4) City's personnel will not be requested or required to go onto or into the Vessel at any time; (5) Owner will immediately notify the harbormaster if Owner sells or transfers possession of the Vessel and will inform the harbormaster of the identity of the new Owner; and (6) City shall not be held responsible or liable for inspecting, maintaining, repairing, safekeeping, providing security for, or assuring the condition of the Vessel.

Payment of Fees. Owner agrees to pay storage charges, as set forth above, and as may be amended from time to time by the Harbor Tariff and fees for any service that Owner or Owner's agent or employee orders or that is necessary in an emergency to protect any facility within the harbor, adjacent boats, and/or the Vessel from damage. Owner understands that failure to pay assessed charges or fees may result in impoundment of the Vessel and Owner hereby agrees that unpaid charges shall become a lien against the Vessel and hereby confesses judgment for same, plus all reasonable costs and attorneys' fees that are incurred in the collection.

Rental Agreement Only. Owner agrees and understands that this agreement is a storage space rental agreement only, and that by accepting this application and assigning to Owner the use of storage space the City is not accepting the Vessel for storage; the relationship between the parties is simply that of landlord and tenant. Unless the Vessel is formally impounded by the City as authorized by the City Code, the Vessel shall at all times remain in the exclusive possession and control of the Owner and the City is not acting, and shall not be held liable in any manner, as a warehouseman or a bailee.

Limitation of Liability. City shall not be liable for any loss or damage hereunder from any cause whatsoever, except and to the extent SOLELY caused by City's own negligence or intentional misconduct. City disclaims any and all other liability, whether for negligence or other tort, in contract or otherwise and specifically disclaims any warranty of whatsoever kind or nature including, but not limited to, any warranty of workmanlike service or performance. The liability of City for damages caused solely by its own negligence or intentional misconduct shall be limited to the reasonable cost of repairing the Vessel. Owner assumes all responsibility for any and all other claims or damages otherwise resulting including, but not limited to, claims by owner or third-parties for property damage, personal injury or death, pollution or discharge of a polluting or hazardous substance (together with clean-up, removal, and remediation of same); as well as any direct, indirect, special, consequential, or commercial damages, claims for loss of profits or earnings, or other claims or damages of whatever kind or nature.

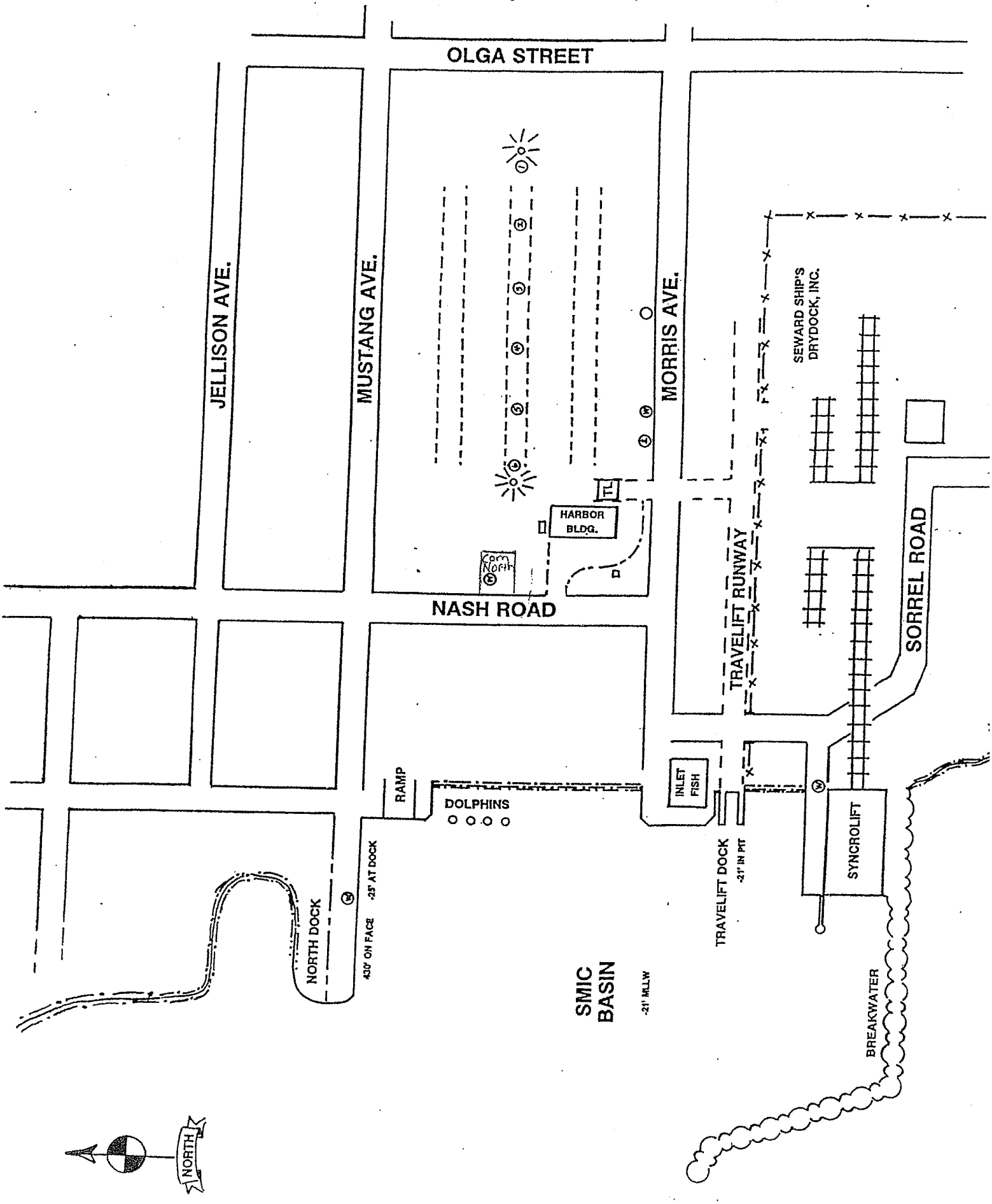
Owner's Obligation to Defend, Hold Harmless and Indemnify. Owner hereby releases and agrees to defend, hold harmless, and indemnify the City and its officers, employees, and agents from and against any and all losses, claims, demands, actions, damages, liabilities, or expenses of every kind, character, and nature whatsoever (including, but not limited to, personal injuries, death, environmental contamination, property damages, or employee liability) arising out of, resulting from, or in any way related to performance under this agreement or to the use of storage space by Owner or Owner's agent, employee, invitee, or guest except where liability for same is caused solely by the City's own negligence or intentional misconduct. Defense shall include payment of actual attorney's fees and costs. Owner waives any right of subrogation against the City, which might otherwise arise upon payment of a loss by Owner's insurers.

I have read and do accept the terms and conditions for boat storage as set forth above. I also understand the charges as set forth at right and agree to pay these charges in a timely manner.

Signed: _____ Date: _____

SEWARD MARINE INDUSTRIAL CENTER

(Fourth of July Creek Area)



ATTACHMENT A

CITY OF SEWARD TRANSIENT MOORAGE AGREEMENT

Seward Boat Harbor • P. O. Box 167, Seward, Alaska 99664 • (907) 224-3138 • Fax: (907) 224-7187

PLEASE PRINT OR TYPE BELOW

Owner:_____
Last First MI
(SLIP HOLDER MUST BE 51% OWNER AND PROVIDE PROOF OF OWNERSHIP)

Address:_____ **Phone:** _____Home
_____ _____Work
_____ _____Cell
Email:_____

Operator / Agent: _____ **Phone:**_____
Last First

Emergency / Boat Watch contact: _____**Phone:**_____
Last First

Vessel Description

Boat Name: _____ Make: _____ Model: _____ Color: _____ Year: _____

AK Reg. / Coast Guard Doc / Harbor Permit #: _____ ADF&G: _____

Length Over-all (LOA): _____ Beam: _____ Draw: _____ Height: _____
***LOA includes everything that adds length to the vessel.**

Holding Tank: ☐Holding Tank ☐No Holding Tank ☐Port a Potty
Motor: ☐Inboard ☐Outboard ☐Auxiliary ☐Hand ☐Combo In/Out
Fuel: ☐Gas ☐Diesel ☐Electric ☐Other _____
Hull: ☐Fiberglass ☐Aluminum ☐Concrete ☐Steel ☐Wood ☐ Rubber ☐Other _____
Type: ☐Motor ☐ Sail ☐Barge ☐Pleasure ☐Tug ☐LandCraft
☐Comm/Fish ☐Comm/Trans ☐Research ☐Other _____

Insurance Amount _____

I, as Owner, have read, understood and agree to be bound by all terms and conditions of this contract listed on the back, as well as all applicable provisions of the City Code and the City of Seward Terminal Tariff ("Harbor Tariff"). I certify that the information in Attachment A is correct and agree to provide the City with any changes to this information. I understand that I am liable for all fees until I terminate this agreement in writing at the harbor office.

Signature of Owner/Operator: _____ **Date:** _____

CITY OF SEWARD, ALASKA
TRANSIENT MOORAGE CONTRACT, TERMS AND CONDITIONS

THE FOLLOWING SECTIONS CONTAIN IMPORTANT INFORMATION THAT MAY AFFECT YOUR LEGAL RIGHTS. YOU MUST READ THE FOLLOWING MATERIAL BEFORE SIGNING THIS CONTRACT.

This contract between the Vessel owner "OWNER" and the City of Seward "CITY," governs the Owner's use of transient moorage space in the Seward Municipal Small Boat Harbor ("Harbor"), which is located in the City of Seward, Alaska and is described more fully in Chapter 7.10 Code of the City of Seward "City Code" for the particular vessel "Vessel" described in this contract only. This contract includes all terms and conditions above and all attachments to this document. **This contract does not convey ownership of a moorage space and is NOT transferable.**

Owner's Responsibilities: Owner agrees that, if Owner or Owner's agent or employee fails to comply with the terms of this agreement, the City Code, or the Harbor Tariff, the City may take any action authorized by the City Code or the Harbor Tariff including, but not limited to, terminating Owner's right to use the moorage space, removing the Vessel from the Harbor at Owner's risk and expense, and/or impounding and disposing of the Vessel with Owner bearing all risk and expense of impoundment and disposal. Owner understands that, among the various other duties set forth in the City Code and Harbor Tariff with which Owner must comply, Owner must: **immediately notify the harbormaster if Owner sells or transfers possession of the Vessel.** Owner understands further that the City reserves the right to move the Vessel from one space to another whenever the harbormaster decides that doing so is necessary for proper operation of the Harbor and that the City shall not be responsible or held liable for inspecting, maintaining, repairing, safekeeping, providing security for, or assuring the condition of the Vessel.

Payment of Fees: Owner agrees to pay moorage charges, tariffs and fees for any service that Owner or Owner's agent or employee orders or that is necessary in an emergency to protect any facility within the Harbor, adjacent boats, and/or the Vessel from damage. Owner understands that failure to pay assessed charges or fees may result in impoundment of the Vessel, and Owner hereby agrees that unpaid charges shall become a lien against the Vessel as authorized under state and federal law, and hereby confesses judgment for same, plus all reasonable costs and attorney fees that are incurred in the collection. Owner understands that moorage fees, which are set forth in the Harbor Tariff as amended from time to time, are due in advance.

Rental Agreement Only: Owner agrees and understands that this agreement is a transient moorage space rental agreement only and that by accepting this contract the City is not accepting the Vessel for storage; the relationship between the parties is simply that of a landlord and tenant. Unless the Vessel is formally impounded by the City as authorized by the City Code, the Vessel shall at all times remain in the exclusive possession and control of the Owner and the City is not acting, and shall not be held liable in any manner, as a warehouseman or a bailee.

Limitation of Liability: City shall not be liable for any loss or damage hereunder from any cause whatsoever, except and to the extent SOLELY caused by the City's own negligence or intentional misconduct. City disclaims any and all other liability, whether for negligence or other tort, in contract or otherwise and specifically disclaims any warranty of whatever kind or nature including, but not limited to, any warranty of workmanlike service or performance. The liability of City for damages caused solely by its own negligence or intentional misconduct shall be limited to the reasonable cost of repairing the Vessel. Owner assumes all responsibility for any and all other claims or damages otherwise resulting including, but not limited to, claims by Owner or third-parties for property damage, personal injury or death, pollution or discharge of a polluting or hazardous substance (together with cleanup, removal, and remediation of same), as well as any direct, indirect, special, consequential, or commercial damages, claims for loss of profits or earnings, or other claims or damages of whatever kind or nature.

Owner's Obligation to Defend, Hold Harmless, and Indemnify: Owner hereby releases and agrees to defend, hold harmless, and indemnify the City and its officers, employees, and agents from and against any and all losses, claims, demands, actions, damages, liabilities, or expenses of every kind, character, and nature whatsoever (including, but not limited to, personal injuries, death, environmental contamination, property damage, or employee liability) arising out of, resulting from, or in any way related to the performance under this contract or to use of the Harbor or any Harbor facilities by Owner or Owner's agent, employees, invitees, guests, or passengers, except where liability for same is caused solely by the City's own negligence or intentional misconduct. Defense shall include payment of actual attorney's fees and costs. Owner, for itself and assigns, waives all rights of subrogation of causes of action and/or claims against the City and its officers, employees and agents which might otherwise arise upon payment of a loss by Owner's insurers.

Insurance: Owner agrees to provide liability insurance covering the vessel in the amount specified in Attachment A of this contract and agrees to provide the City proof of such insurance. The coverage afforded will be determined by the insurance policy/agency, unless the vessel carries passengers for hire, proof of $1 million coverage and the City of Seward named as an Additional Insured with Waiver of Subrogation on any policy is required.

HARBOR OFFICE USE ONLY: *Acct#* _____ *Pd Through:* _____ *Date:* _____ *Paid:* _____

SEWARD SMALL BOAT HARBOR

VESSEL MAINTENANCE AND REPAIR POLICY

NO DEBRIS OR POLLUTANTS ARE ALLOWED TO ENTER THE WATER OR CONTAMINATE FLOATS, DOCKS, FINGERS OR ADJACENT VESSELS.

1. Whenever practical remove vessel from water to do maintenance or repairs.
2. HOT WORK PERMIT REQUIRED when welding, grinding, torch work or when any other open flame apparatus is being used.
3. No more than 50% of surface area of vessel may be worked in a 24 hour period. More extensive work is prohibited in the harbor. Scaffolding on the docks, floats, or city property is not allowed and may not extend beyond the confines of the vessel.
4. NO SPRAY PAINTING. Brush or roller only. Air-dry empty paint cans before disposal.
5. Always mix paints, solvents, etc. on impervious surfaces (tarp, plastic, in a tote, or other form of containment).
6. Tarp or plastic enclosures are required when sanding, grinding, or painting on exterior of vessel.
7. Sweep and collect paint chips immediately after scraping or sanding. Don't hose or sweep debris into the harbor.
8. Use damp cloth to wipe off small amounts of sanding dust, or use vacuum sanders and grinders to reduce the risk of contaminants entering the water.
9. Plug scuppers to contain dust and debris.
10. Store collected scraping of sanding residue on your vessel under cover in a manner that minimizes contact with water or storm water until properly disposed of.
11. No sanding or grinding in high wind situations (above 20 knots).
12. When painting or sanding on hull proper containment for residue is required to keep paint, chips, etc. from getting into water. Cover gap between boat and slip with tarp or plastic. Reverse boat in slip to work on other side.
13. If using raft to conduct maintenance or repair activities, a tarp or plastic must be between raft and vessel to collect all by-products of work being done.
14. Use minimal abrasion when cleaning hull below waterline. No scraping or abrasive process that will remove paint. Frequent hand washing should not cause any paint to abrade or chip off.
15. Minimize the use of soaps and detergents when washing vessel above waterline. Use phosphate-free and biodegradable cleaning agents and detergents.
16. Maintenance materials shall not be left on floats or fingers for more than 8 hrs and may not impede the flow of traffic on floats or fingers.
17. Prop and zinc changes are allowed. Dispose of zincs properly at aluminum recycling stations.
18. Dispose of used oil and anti-freeze in collection sites provided around harbor.
19. Changing of oil or any other maintenance activities are not allowed in the parking lots.
20. A permit is required from the Harbormaster for maintenance activities which cannot be completed within the confines of the vessel. Exceptions to this policy require written consent from the Harbormaster prior to conducting vessel maintenance and repair activities within the Seward Harbor.

Attachment E

SMIC Newsletter

Seward Marine Industrial Center Vessel Wash-Down System

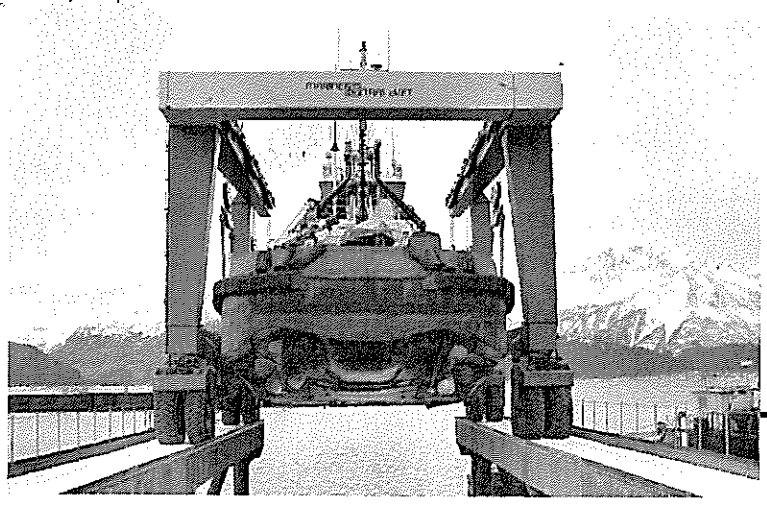
Project Proposal for the EVOS Trustee Council Invitation for Proposals Federal Fiscal Year 2012

The City of Seward is developing a vessel washdown facility to operate in conjunction with the 250-ton Marine TraveLift. The existing Seward Marine Industrial Center (SMIC) boat yard currently operates without a means to wash and collect waste water from vessel cleaning operations. Standard bottom paint removal practices and hull washing can create hazardous waste water that could potentially run into near-by salmon streams or re-enter Resurrection Bay. The SMIC Vessel Washdown Project is designed for marine vessels to be positioned over a paved area for high pressure washing. This "washdown" will allow for the removal of marine growth and loose hull material (such as bottom-paint). The waste from washing will be collected within a closed system whereby the effluent is treated for recycling of the water.

Community Benefits:

- *Invasive Species that may have attached to a vessel in another port would be washed and removed from the vessel before entering the Seward Harbor.*
- *Contamination from bottom paint or stormwater runoff will be collected and properly disposed of, instead of entering into the ground, nearby streams or Resurrection Bay*
- *Vessel owners will have a convenient method to clean their hulls before performing painting, repairs, or annual maintenance*

The proposed system may utilize a water treatment system manufactured by Oiltrap Environmental, Inc. The system will comprise of a grit chamber for initial collection of wash material and large volume water storage. Washwater will then be treated by elecrocoagulation, an electrical-based technology that removes a broad range of contaminants including bottom-paint, heavy metals, emulsified oil and suspended solids. Periodic maintenance and flushing of the system will be required for handling of the wastewater. It is anticipated that approximately twice per year the system will be flushed of used washwater and sludge. This waste will be removed by a licensed company specializing in industrial waste disposal. Sludge will also be collected, sampled and finally transported to a hazardous waste collection site for proper disposal.



***EXXON VALDEZ* OIL SPILL TRUSTEE COUNCIL**
DETAILED BUDGET FORM FY 12-FY16

Budget Category:	Proposed FY 12	Proposed FY 13	Proposed FY 14	Proposed FY 15	Proposed FY 16	TOTAL PROPOSED
Personnel	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0
Travel	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0
Contractual	$89,725	$588,349.0	$0.0	$0.0	$0.0	$678,074.0
Commodities	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0
Equipment	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0
SUBTOTAL	$89,725	$588,349.0	$0.0	$0.0	$0.0	$678,074.0
General Administration (9% of subtotal)	$8,075	$52,951	$0.0	$0.0	$0.0	$61,026.7
PROJECT TOTAL	$97,800	$641,300	$0.0	$0.0	$0.0	$739,100.7
Other Resources (Cost Share Funds)	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0

COMMENTS: In-kind contributions include: Project Management, Construction Management, Public Outreach including website updates, newsletters, and leadership in committee and public reviews for project design. The land for the site will be an in-kind contribution as well. Project management includes preparation of RFP and Bid documents for project.

FY12-16

Program Title:SMIC Vessel Wash-Down & Wastewater Recycling Facility
Team Leader: Kari Anderson
Agency: City of Seward

FORM 4A
TRUSTEE AGENCY SUMMARY

***EXXON VALDEZ* OIL SPILL TRUSTEE COUNCIL**
DETAILED BUDGET FORM FY 12-FY16

Personnel Costs:		Months	Monthly		Personnel
Name	Project Title	Budgeted	Costs	Overtime	Sum
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
		Subtotal	0.0	0.0	
				Personnel Total	$0.0

Travel Costs:	Ticket	Round	Total	Daily	Travel
Description	Price	Trips	Days	Per Diem	Sum
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
				Travel Total	$0.0

FY12

Program Title:
Team Leader:
Agency:

FORM 4B
PERSONNEL & TRAVEL DETAIL

***EXXON VALDEZ* OIL SPILL TRUSTEE COUNCIL**
DETAILED BUDGET FORM FY 12-FY16

Contractual Costs: Description	Contract Sum
An RFP for engineering and permitting will be issued in October of 2012. These funds will be used for contracting with an engineering	
firm for the design, utilities, and permitting for the Seward Marine Industrial Center Vessel Wash-Down and Wastewater Recycling	
Facility.	
If this contract amount exceeds the $89,725 EVOS funding, the City of Seward will cover the additional contractual fees through	
the Seward Marine Industrial Center Enterprise Fund.	
If a component of the project will be performed under contract, the 4A and 4B forms are required. **Contractual Total**	$89,725.0

Commodities Costs: Description	Commodities Sum
Commodities Total	$0.0

FY12

Program Title:
Team Leader:
Agency:

FORM 4B
CONTRACTUAL & COMMODITIES DETAIL

***EXXON VALDEZ* OIL SPILL TRUSTEE COUNCIL**
DETAILED BUDGET FORM FY 12-FY16

New Equipment Purchases: Description	Number of Units	Unit Price	Equipment Sum
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
		New Equipment Total	$0.0

Existing Equipment Usage: Description	Number of Units	Inventory Agency

FY12

Program Title:
Team Leader:
Agency:

FORM 4B
EQUIPMENT DETAIL

***EXXON VALDEZ* OIL SPILL TRUSTEE COUNCIL**
DETAILED BUDGET FORM FY 12-FY16

Personnel Costs:		Months	Monthly		Personnel
Name	Project Title	Budgeted	Costs	Overtime	Sum
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
		Subtotal	0.0	0.0	
				Personnel Total	$0.0

Travel Costs:	Ticket	Round	Total	Daily	Travel
Description	Price	Trips	Days	Per Diem	Sum
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
				Travel Total	$0.0

FY13

Program Title:
Team Leader:
Agency:

FORM 4B
PERSONNEL & TRAVEL DETAIL

EXXON VALDEZ OIL SPILL TRUSTEE COUNCIL
DETAILED BUDGET FORM FY 12-FY16

Contractual Costs: Description	Contract Sum
A bid for the construction of the Seward Marine Industrial Center Vessel Wash-Down and Wastewater Recycling station will be	
released in January of 2013. This contract will include mobilization/demobilization, site-work (slab excavation, trenching, concrete	
work, installation of water connection), the procurment of facility components, mechanical and electrical work. Facility components	
including an oil-water separator, pipe, holding tank, pumps, and switchgear will be purchased through this construction contract, by	
the contractor.	
The largest expense within this contract will be the installation of the concrete wash-down pad, which is expected to cost $225,000.	
Additional costs beyond the EVOS funding for this project will be absorbed by the City of Seward, through the Seward Marine	
Industrial Center Enterprise fund.	
If a component of the project will be performed under contract, the 4A and 4B forms are required. **Contractual Total**	$588,349.0

Commodities Costs: Description	Commodities Sum
Commodities Total	$0.0

FY13

Program Title:
Team Leader:
Agency:

FORM 4B
CONTRACTUAL & COMMODITIES DETAIL

***EXXON VALDEZ* OIL SPILL TRUSTEE COUNCIL**
DETAILED BUDGET FORM FY 12-FY16

New Equipment Purchases: Description	Number of Units	Unit Price	Equipment Sum
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
New Equipment Total			$0.0

Existing Equipment Usage: Description	Number of Units	Inventory Agency

FY13

Program Title:
Team Leader:
Agency:

FORM 4B
EQUIPMENT DETAIL

***EXXON VALDEZ* OIL SPILL TRUSTEE COUNCIL**
DETAILED BUDGET FORM FY 12-FY16

Personnel Costs:		Months	Monthly		Personnel
Name	Project Title	Budgeted	Costs	Overtime	Sum
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
		Subtotal	0.0	0.0	
				Personnel Total	$0.0

Travel Costs:	Ticket	Round	Total	Daily	Travel
Description	Price	Trips	Days	Per Diem	Sum
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
				Travel Total	$0.0

FY14

Program Title:
Team Leader:
Agency:

FORM 4B
PERSONNEL & TRAVEL DETAIL

***EXXON VALDEZ* OIL SPILL TRUSTEE COUNCIL**
DETAILED BUDGET FORM FY 12-FY16

Contractual Costs: Description		Contract Sum
If a component of the project will be performed under contract, the 4A and 4B forms are required.	**Contractual Total**	$0.0

Commodities Costs: Description	Commodities Sum
Commodities Total	$0.0

FY14

Program Title:
Team Leader:
Agency:

FORM 4B
CONTRACTUAL & COMMODITIES DETAIL

EXXON VALDEZ OIL SPILL TRUSTEE COUNCIL
DETAILED BUDGET FORM FY 12-FY16

New Equipment Purchases: Description	Number of Units	Unit Price	Equipment Sum
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
		New Equipment Total	$0.0

Existing Equipment Usage: Description	Number of Units	Inventory Agency

FY14

Program Title:
Team Leader:
Agency:

FORM 4B
EQUIPMENT DETAIL

***EXXON VALDEZ* OIL SPILL TRUSTEE COUNCIL**
DETAILED BUDGET FORM FY 12-FY16

Personnel Costs:		Months	Monthly		Personnel
Name	Project Title	Budgeted	Costs	Overtime	Sum
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
		Subtotal	0.0	0.0	
				Personnel Total	$0.0

Travel Costs:	Ticket	Round	Total	Daily	Travel
Description	Price	Trips	Days	Per Diem	Sum
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
				Travel Total	$0.0

FY15

Program Title:
Team Leader:
Agency:

FORM 4B
PERSONNEL & TRAVEL DETAIL

***EXXON VALDEZ* OIL SPILL TRUSTEE COUNCIL**
DETAILED BUDGET FORM FY 12-FY16

Contractual Costs: Description	Contract Sum
If a component of the project will be performed under contract, the 4A and 4B forms are required. **Contractual Total**	$0.0

Commodities Costs: Description	Commodities Sum
Commodities Total	$0.0

FY15

Program Title:
Team Leader:
Agency:

FORM 4B
CONTRACTUAL & COMMODITIES DETAIL

EXXON VALDEZ OIL SPILL TRUSTEE COUNCIL
DETAILED BUDGET FORM FY 12-FY16

New Equipment Purchases: Description	Number of Units	Unit Price	Equipment Sum
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
New Equipment Total			$0.0

Existing Equipment Usage: Description	Number of Units	Inventory Agency

FY15

Program Title:
Team Leader:
Agency:

FORM 4B
EQUIPMENT DETAIL

***EXXON VALDEZ* OIL SPILL TRUSTEE COUNCIL**
DETAILED BUDGET FORM FY 12-FY16

Personnel Costs:		Months	Monthly		Personnel
Name	Project Title	Budgeted	Costs	Overtime	Sum
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
		Subtotal	0.0	0.0	
				Personnel Total	$0.0

Travel Costs:	Ticket	Round	Total	Daily	Travel
Description	Price	Trips	Days	Per Diem	Sum
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
					0.0
				Travel Total	$0.0

FY16

Program Title:
Team Leader:
Agency:

FORM 4B
PERSONNEL & TRAVEL DETAIL

***EXXON VALDEZ* OIL SPILL TRUSTEE COUNCIL**
DETAILED BUDGET FORM FY 12-FY16

Contractual Costs: Description		Contract Sum
If a component of the project will be performed under contract, the 4A and 4B forms are required.	**Contractual Total**	$0.0

Commodities Costs: Description	Commodities Sum
Commodities Total	$0.0

FY16	**Program Title:** **Team Leader:** **Agency:**	**FORM 4B** **CONTRACTUAL &** **COMMODITIES DETAIL**

EXXON VALDEZ OIL SPILL TRUSTEE COUNCIL
DETAILED BUDGET FORM FY 12-FY16

New Equipment Purchases: Description	Number of Units	Unit Price	Equipment Sum
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
			0.0
		New Equipment Total	$0.0

Existing Equipment Usage: Description	Number of Units	Inventory Agency

FY16

Program Title:
Team Leader:
Agency:

FORM 4B
EQUIPMENT DETAIL

CITY OF SEWARD
P. O. Box 167
110 Adams Street
Seward, Alaska 99664

Harbor Department
907.224.3138 907.224.7187 fax
harbormaster@cityofseward.net

May 13, 2011

Exxon Valdez Oil Spill Trustee Council
441 W. 5th Ave
Suite 500
Anchorage, AK 99501-2340

Re: Seward Marine Industrial Center Wash-Down and Wastewater Recycling Facility

To Whom it May Concern:

The City of Seward would like to thank you for selecting our Seward Marine Industrial Center Vessel Wash-Down and Wastewater Recycling Facility as a "preferred proposal." This letter will serve to clarify some questions regarding the proposal and the timeline for funding.

Question 1.) The Council requests the proposer provide additional detail and confirmation that the proposed facility is not legally required.

The City of Seward has no legal requirements to install a Vessel Wash-Down and Wastewater Recycling Facility. The Seward Marine Industrial Center (SMIC) has a Storm Water Pollution Prevention Plan and a current Multi-Sector General Permit (MSGP) #AKR05CC50 managed by the Alaska Department of Environmental Conservation (ADEC). The City (SMIC) had an inspection by the ADEC in June 2010 (attached) during which "No violations of the MSGP permit were observed."

Please see the attached memo from our City attorney regarding the lawsuit from the Resurrection Bay Conservation Alliance and the Alaska Community Action on Toxics regarding Clean Water Act violations. This lawsuit is complete, except for the outstanding issue of attorney's fees.

Question 2.) In addition, the Council requests additional information regarding which other spill communities have such a facility, the fee structure for those facilities, and a rationale as to why the Council funding this facility would not disadvantage these other communities economically.

Vessels are required to be hauled out for periodic repairs and maintenance. Owners chose the location or facility where their vessel will be hauled out based on:

1.) Their homeport, or the fuel cost involved to reach the facility
2.) The size/cost of the travelift services
3.) The availability of parts or maintenance services

During my 3.5 years with the City of Seward's Harbor Department, I have never heard of a vessel choosing one facility over another based on the opportunity to utilize a wash-down pad. I have attached a spreadsheet of the travelifts available in the spill communities, and their

maximum lifting capacity and fees. Please notice that Seward has the only 250-ton Travelift in this area (and in the State of Alaska). The majority of our customers do not overlap.

If the City of Seward receives funding for the SMIC Vessel Wash-Down and Wastewater Recycling Facility, it would not disadvantage other spill communities economically. Vessel owners and operators will continue to choose facilities based on the size of their Travelift and the proximity to their homeport or current location. Opportunities for vessel wash-down services will continue to be provided to Seward customers, regardless of whether this proposed facility is built or not. However, the EVOS funded vessel wash-down and wastewater recycling facility would mitigate sources of potential pollution by incrementally reducing non-point source pollution from vessel washing operations.

Finally, I wanted to clarify one point regarding the funding for our project. If you refer to page 10 of our proposal, you will see that we have outlined a two-year cycle for this project. The first year will be primarily design and permitting tasks, while the second year would focus on construction. We are requesting $97,801 for FFY 2012, and $641,300 during the construction phase in FFY 2013. I apologize if this was not clear within the budget request section of our proposal.

Please let us know if you have any additional questions regarding this project.

Sincerely,

Kari Anderson
Seward Harbormaster

Information Related to Question 1:

The Council requests the proposer provide additional detail and confirmation that the proposed facility is not legally required.

STATE OF ALASKA

SEAN PARNELL, GOVERNOR

DEPT. OF ENVIRONMENTAL CONSERVATION

555 Cordova Street
Anchorage, AK 99501-2617
Phone: (907) 269-7556
Fax: (907) 269-3487
TTY: (907) 269-7511
http://www.state.ak.us/dec/

DIVISION OF WATER
COMPLIANCEAND ENFORCEMENT

June 29, 2010

City of Seward
Matt Chase
PO Box 167
Seward, AK 99664

SUBJECT: APDES Inspection of Seward Marine Industrial Canter

Dear Mr. Chase:

Under the Alaska Pollutant Discharge Elimination System, an inspection of the Seward Marine Industrial Center was conducted on 06/03/2010. We would like to provide you with a courtesy copy of the inspection report for your records. Thank you for your cooperation and assistance regarding this inspection.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Kara Kusche
Environmental Program Specialist IV

Encl: APDES Inspection Report for Seward Marine Industrial Center 6/03/2010

APDES INSPECTION REPORT

Alaska Department of Environmental Conservation
Division of Water
555 Cordova Street, Anchorage, AK 99501

ADEC APDES Inspection Form Last updated (4/08)

Phone:(907) 269-7556
Fax: (907) 334-2415

Section A: General Data

Inspection Date	Permit #	Borough	Receiving Waters	Weather	Facility Type
Thursday 06/03/2010	AKR05CC50	Kenai Peninsula	Resurrection Bay	Current Conditions: ~50°F and some light rains	Industrial

Discharges to: Surface Water ☒ Ground Water ☐ **ANNOUNCED** Inspection

Section B: Facility Data

Name and Location of Site/ Facility Inspected

Seward Marine Industrial Center (SMIC)
200 Nash Road
Seward, AK 99664

Loc: Lat: 60°08'26N
Long: 149°34'50W

Source: NOI

Entry Time 13:00
Exit Time 16:00
Permit Effective Date 07/12/2009
Permit Expiration Date 09/29/2013

On-Site Representative
Matt Chase, Harbor Worker II

Additional Participants:
None

Responsible Operator(s):
City of Seward
PO Box 167
Seward, AK 99664

Phone: (907) 224-3138

	Yes	No
Samples Taken?	☐	☒
Photos Taken?	☒	☐
Analytical Results?	☐	☒

Section C: Findings/Comments

BACKGROUND

The Seward Marine Industrial Center is commonly referred to as "SMIC." It is a ship drydock facility with boat lift. The travel lift was built in 1990. The City of Seward owns the land and operates the lift. Clients can either do the work on their boats themselves or contract Seward Ships Drydock or another contractor to do the work for them. SMIC services roughly 30-40 boats per year and operates year round. Staffing is via the City of Seward and is 7 days per week, 8am to 5pm. The estimated area of industrial activity exposed to storm water at the site is two acres according to the Notice of Intent. Storm water flows from the site to the ditches, thru the culvert, to Spring Creek, and ultimately the receiving water for this site is Resurrection Bay. This culvert is the one outfall for the site.

REGULATORY STATUS/ COMPLIANCE HISTORY

The SMIC facility has permit coverage under the 2008 Multi-Sector General Permit for Stormwater Discharges Associated with Industrial Activity (MSPG). The Notice of Intent (NOI) was submitted to the Environmental Protection Agency on 05/13/2009 and permit coverage became effective on 7/12/2009 after their sixty day waiting period. The facility falls under sectors AD (non-classified) and R (ship and boat building and repair yards) of the permit. The EPA's Enforcement and Compliance History Online database shows no results for this facility. This Facility has not been previously inspected by the ADEC.

FIELD INSPECTION

Upon arrival, introductions were introduced and inspector credentials were presented. We first began by discussing the elements of the permit and SWPPP and later did a site walk around. Typical activities that occur at the facility include pressure washing, painting, sandblasting, haul repair, and general basic maintenance. Boat building is not an allowable activity. Boats serviced are of all types, from commercial fishing, to cargo, to tour boats. When asked, Matt Chase stated he

does not have any major concerns with the facility.

The only regular non-storm water discharge is the water used in pressure washing. The facility has a tarp rule in which boats must have a tarp or filter fabric underneath them while work is being performed. The pressure washing water is then said to filter thru the fabric and infiltrate into the ground without ever reaching the storm water ditches.

Clients using the facility must sign a boat lift contract agreement that outlines the facility rules and BMPs. If there is a breach of the contract, the City of Seward will issue a stop work order until the issue is corrected. This stop work order is given verbally, then by writing if the verbal did not correct the issue. If the client still does not stop and correct the issue the city will notify the police and let them handle the situation. This is reported to have happened one time.

There are spill kit materials on site and seven city staff are trained in spill prevention and response. When there is a leaky vehicle, the typical procedure is to dig up the contaminated soil and burn it in the Smart Ash unit. There are two dumpsters on site which are emptied every Wednesday. Paint chips from the boats are sent to the landfill and used sandblast grit is sent to a facility in Kenai for proper disposal. There are approximately 10 abandoned boats in the yard. These boats are eventually auctioned off or dismantled. If they are dismantled, the wood goes to the dump and the metal is recycled as scrap.

Prevention of potentially contaminated storm water runoff is done with road grading, removal and storage of snow, and a ditch around the property. The harbor has a program where it recycles used oil and uses it to heat city buildings.
There is a used oil tank farm with three tanks (17,000 gallons; 10,000 gallons, and 5,000 gallons) at the corner of the SMIC property. The tank farm is fenced in, surrounded by a dike, and has fabric laid underneath the soils. The tank farm is said to meet SPCC standards. There is an SPCC plan in the shop. The drains on the shop floor go to a leach field.

Chemicals are labeled and kept in plastic coffer dams. There is a MSDS book present. Materials are stored in the shop if possible. The facility does not have salt storage. The facility states that they participate in a voluntary OSHA inspection each year. There is also and Operations and Maintenance book and maintenance logs are kept for the 250 ton, the grader, and the loader. Maintenance is performed based on the number of hours on the meter or as necessary. Routine maintenance of the lift is done by the City of Seward.

Grab samples are taken for the visual assessments. These samples have been saved in their clear jars and are sitting inside the Harbormaster's Office. Three city staff are trained in sample collection and testing.

SAMPLING ACTIVITIES

Sampling was not done as part of this inspection.

RECORDS REVIEW

There is a Storm Water Pollution Prevention Plan (SWPPP) in place and readily accessible. The SWPPP is signed. There is a separate Spill Prevention Control and Countermeasure Plan (SPCC), MSDS book, and Operations and Maintenance Manual in place. There is an electronic copy of the permit accessable on-site and available from city computers. A copy of the EPA permit authorization letter and Notice of Intent was with the SWPPP. There have reportedly been no spills in a few years. A log of employee training is being maintained and shows trainings on 03/19/09, 03/26/09, and 10/06/09.

Original copies of the routine facility inspection and quarterly visual assessment reports are kept with the SWPPP. See Appendix 3 for an example of one such report. These reports were filled out completely and clearly identified the BMPs that were in need of corrective actions. Corrective actions were assigned a due date. Routine facility inspections and quarterly visual assessments were conducted and documented on 09/03/2009, 11/23/2009, and 02/14/2010. The City did complete their Annual Report for EPA on 09/03/2009.

The City of Seward has all of its clients read and sign a work policy before work may begin. This document, amongst other things, identifies allowable maintenance and repair activities, rules covering pre-approved contractors, business licenses, water, restrooms, electricity, garbage, used oil and HAZMAT disposal, blast grit, spray painting, materials/equipment stowage; and best management practices covering trash/debris, blasting, chipping, sanding, tarped enclosures, canvas or plastic tarp ground covers, spray painting, open containers of solvents and paints, storage and cleaning of parts, spills, and winterizing. See appendix 2 for an excerpt from the SMIC Upland Boat Works Policy.

Section D: Compliance/Recommendations

VIOLATIONS

No violations of the MSGP permit were observed.

Section E: Appendices

1: Notice of Intent
2: Excerpt from the SMIC Upland Boat Works Policy
3. Example of Routine facility Inspection and Quarterly Visual Assessment Report from 09/03/2009
4. Annual Report

Kara Kusche 06/29/2010	Signature only acknowledges receipt of this report. Inspection report given to:
Inspector: Kara Kusche Date Division of Water/Water Quality Compliance	Company (if applicable): Date SEWARD MARINE INDUSTRIAL CENTER 7/6/2010

PHOTO ADDENDUM – SEWARD MARINE INDUSTRIAL CENTER

PHOTO 1: CULVERT OUTFALL, LOCATION OF SAMLING

PHOTO 2: CULVERT OUTFALL, LOCATION OF SAMPLING

PHOTO 3: FACILITY SIGNAGE

PHOTO 4: BOATS IN YARD

PHOTO 5: BOATS IN YARD

PHOTO 6: EXAMPLE OF WORK IN PROGRESS, TARP BMPS

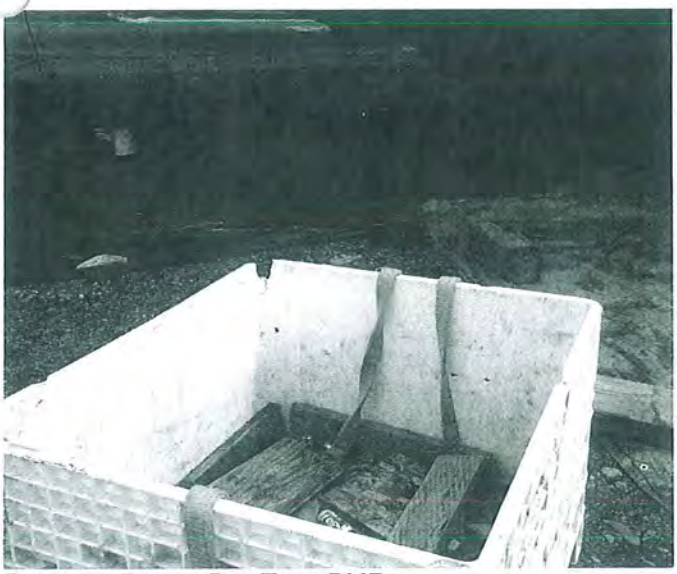


PHOTO 7: DEBRIS BIN, TARP BMPS

PHOTO 8: EXAMPLE OF WORK IN PROGRESS, TARP BMPS

PHOTO 9: FENCED AND DIKED TANK FARM

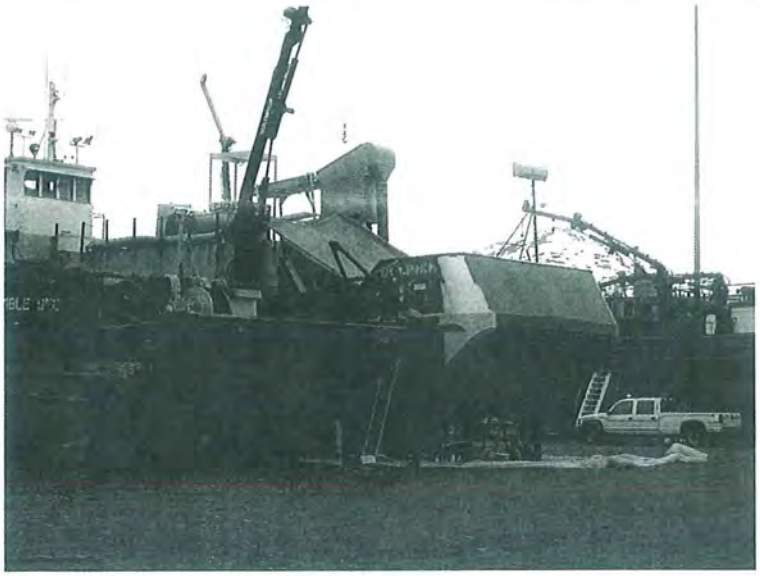


PHOTO 10: BOATS IN YARD, WORK IN PROGRESS

PHOTO 11: BOAT LIFT

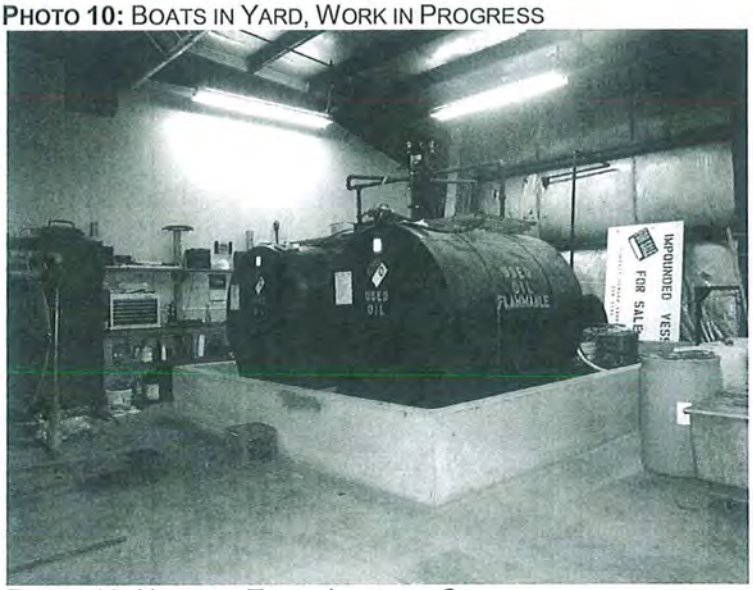


PHOTO 12: USED OIL TANKS INSIDE OF SHOP

WOHLFORTH | BRECHT | CARTLEDGE | BROOKING

A PROFESSIONAL CORPORATION

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Cynthia L. Cartledge
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ANCHORAGE, ALASKA 99501-2048

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907.276.6401

FACSIMILE
907.276.5093

WEBSITE
WWW.AKATTY.COM

May 4, 2011

Kari Anderson, Harbormaster
City of Seward
PO Box 167
Seward, AK 99664

Re: RBCA/ACAT v. Seward

Dear Kari:

The purpose of this letter is to summarize the current status of the above-referenced lawsuit. In September 2005 the Resurrection Bay Conservation Alliance and Alaska Community Action on Toxics filed a lawsuit in Federal District Court against the City of Seward alleging a series of violations under the Clean Water Act. They alleged the City was operating two industrial facilities and discharging a list of specific contaminates into Resurrection Bay. They also alleged a variety of harm to their members, including aesthetic, recreational, educational and other interests. They asked the court to enjoin the City from discharging storm water into Resurrection Bay from the small boat harbor and the City's upland boat storage site in SMIC. They asked for an order requiring the City to clean up allegedly contaminated waters in Resurrection Bay. They also asked for civil penalties in the amount of approximately $76 million.

The court ultimately found that the City was not operating an industrial facility in the small boat harbor. The court found that the City operated the upland boat storage site by plowing snow and keeping ditches clear along the road. The City applied for a storm water permit, which EPA agreed to grant, and the court ordered a nominal $1 civil penalty. No other relief was obtained. No evidence was presented to support allegations of harm or evidence of contamination. The only "pollutant" shown to be discharged into Resurrection Bay was rain water.

As of today, the only issue outstanding is RBCA/ACAT's request for full attorney fees and costs in this matter. The district court found that the relief was nominal and each side is to bear its own fees and costs. RBCA/ACAT appealed the question of

attorney fees to the 9th Circuit Court of Appeals. Oral arguments were heard on Anchorage on May 3, 2011 and we await a decision from the 9th Circuit.

Please let me know if I can be of further assistance.

Sincerely,

WOHLFORTH, BRECHT,
CARTLEDGE & BROOKING

Cheryl A. Brooking
Cbrooking@akatty.com

CAB/tlm

Information Related to Question 2:

In addition, the Council request additional information regarding which other spill communities have such a facility, the fee structure for those facilities, and a rationale as to why the Council funding this facility would not disadvantage these other communities economically.

Community	Travelift Size	Owner/Operator	Wash down Pad Y/N	Rates
Seward	50 Ton	City of Seward	No	PDF of rate sheet attached
Seward	250 Ton	City of Seward	No	PDF of rate sheet attached
Homer	70 Ton	Northern Enterprises	No	$350.00 per hour (Contract Rates)
Homer	75 Ton	Northern Enterprises	No	$350.00 per hour (Contract Rates)
Kodiak	25 Ton	Fuller Boat Yard	No	Could not contact yard
Kodiak	100 Ton	Fuller Boat Yard	No	Rate Information Not Found on Web
Kodiak	150 Ton	Fuller Boat Yard	No	Could not contact yard
Kodiak	660 ton	City of Kodiak	Yes	PDF of rate sheet attached
Valdez	70 Ton	City of Valdez	Yes	PDF of rate sheet attached
Cordova	150 Ton	City of Cordova	Yes	PDF of rate sheet attached
Whittier	35 Ton	City of Whittier	No	PDF of rate sheet attached

PORT AND HARBOR TARIFF REGULATIONS - 2011

RULES, RATES, CHARGES AND REGULATIONS
FOR PORT AND HARBOR FACILITIES
CITY OF SEWARD, ALASKA

SEWARD BOAT HARBOR, SEWARD MARINE CENTER AND SHIP LIFT SYSTEM

CITY OF SEWARD
P.O. BOX 167
SEWARD, AK 99664

250 that policy or refuse a lift when, in his judgment, the public interest would be served. In making this public interest finding, the Harbormaster will consider the following factors:

(1) The degree of existing or potential congestion in the harbor, including upland storage areas, and whether the proposed lift will affect that congestion; and

(2) Whether the lift poses a risk of loss of public or private property, including potential damage to the Travelift or other city property and/or a risk of injury to people.

(b) *Boat Lift Agreement.* No vessel shall be lifted from land or water without a boat lift agreement (in the form attached to this tariff) having first been completed. It shall be the responsibility of the vessel owner/operator arranging the lift to provide the Harbormaster with all relevant information to conduct a safe lift including, but not limited to, the following:

(1) Vessel displacement;

(2) Vessel hull type and configuration;

(3) Location of all hull attachments and through-the-hull fittings including propeller shafts, rudders, etc.;

(4) Location, weight and type of ballast, fuel and water tanks; and

(5) Any special lift requirements to avoid vessel damage.

(c) *Responsibilities.* The vessel owner/operator, or his agent, must be present during all vessel lifts and must inspect and approve the City's proposed placement of lift slings, lines and destination location. It is the responsibility of the vessel owner/operator, or his agent, to provide all blocking materials, to block the vessel, and to approve the placement of the vessel on said blocking. It is also the responsibility of the vessel owner/operator, or his agent, to assure that any vessel cradles or trailers upon which the vessel is to be placed are adequate in design and strength to safely accommodate the vessel.

It is the responsibility of the vessel owner/operator to assure that adequate handling lines are placed and manned on the vessel upon its return to the water.

(d) *Dockside Lay Time.* Dockside lay time may be allowed as scheduling permits. However, all vessels must be removed from dockside within three (3) hours of receiving notice from the Harbormaster or his agents.

255 **50-TON TRAVELIFT FEES**

(a) *Description of Charge.* The lift fee is the charge for lifting a vessel from the water or the land utilizing the City's 50-ton Travelift. A separate lift fee is generated whenever a vessel is lifted, even if it is only lifted and relocated on land. Lift fees do not include overtime labor charges for operation of the Travelift system as described in Subsection 225 of this tariff.

(b) *Lift Fee*

(1) *Minimum Fee.* The minimum fee for a lift shall be TWO HUNDRED THIRTY SIX DOLLARS AND TWENTY FIVE CENTS ($236.25) for the first hour of use or any portion of time less than one hour. The lift fee will be determined by the overall length of the vessel. A full lift fee is earned once a lift has commenced, even if that lift is subsequently interrupted, suspended or canceled for any reason. The risk of loss because of a suspended or canceled lift by reason of

Subsection

mechanical failure or difficulty with the Travelift system is the responsibility of the vessel owner/operator. Once a lift is scheduled and the boat owner fails to show or cancel the lift at least one hour prior to the scheduled lift time, the minimum lift fee will be charged.

(2) *Additional Lift Fee Rates for Large Vessels.* In addition to the minimum fee, the lift fee shall be TWENTY ONE DOLLARS ($21.00) per foot of vessel length for each foot over fifty (50) feet during the first hour of use or any portion of time less than one (1) hour.

(3) *Second and Additional Hours of Lift.* All time in excess of one (1) hour shall be charged in fifteen (15) minute increments at the rate of FIFTY-NINE DOLLARS AND SIX CENTS ($59.06) per one-quarter (1/4) hour or any portion of time less than one-quarter (1/4) hour.

(4) *Relocation Fee.* Relocation of all vessels on the uplands shall be charged at a rate of TWO HUNDRED THIRTY SIX DOLLARS AND TWENTY FIVE CENTS ($236.25) per hour.

250-TON TRAVELIFT

(a) *Operating Policy.* The City owns and operates a 250-ton Travelift in the Seward Marine Industrial Center. The Harbormaster generally schedules vessel lifts on a first-come, first-served basis, but he may deviate from that policy or refuse a lift when, in his judgment, the public interest would be served. In making this public interest finding, the Harbormaster will consider the following factors:

(1) The degree of existing or potential congestion in the harbor, including upland storage areas, and whether the proposed lift will affect that congestion; and

(2) Whether the lift poses a risk of loss of public or private property, including potential damage to the Travelift or other city property and/or a risk of injury to people.

(b) *Boat Lift Agreement.* No vessel shall be lifted from land or water without a boat lift agreement (in the form attached to this tariff) having first been completed.

It shall be the responsibility of the vessel owner/operator arranging the lift to provide the Harbormaster with all relevant information to conduct a safe lift including, but not limited to, the following:

(1) Vessel displacement;

(2) Vessel hull type and configuration;

(3) Location of all hull attachments and through-the-hull fittings including propeller shafts, rudders, etc.

(4) Location, weight and type of ballast, fuel and water tanks; and

(5) Any special lift requirements to avoid vessel damage.

(c) *Responsibilities.* The vessel owner/operator, or his agent, must be present during all vessel lifts and must inspect and approve the City's proposed placement of lift slings, lines and destination location. It is the responsibility of the vessel owner/operator, or his agent, to provide all blocking materials, to block the vessel, and to approve the placement of the vessel on said blocking. It is also the responsibility of the vessel owner/operator, or his agent, to assure that any vessel cradles or trailers upon which the vessel is to be placed are adequate in design and strength to safely accommodate the vessel.

Subsection

260 It is the responsibility of the vessel owner/operator to assure that adequate handling lines are placed and manned on the vessel upon its return to the water.

(d) *Dockside Lay Time.* Dockside lay time may be allowed as scheduling permits. However, all vessels must be removed from dockside within three (3) hours of receiving notice from the Harbormaster or his agents.

265 250-TON TRAVELIFT FEES

(a) *Description of Charge.* The lift fee is the charge for lifting a vessel from the water or the land utilizing the City's 250-ton Travelift. A separate lift fee is generated whenever a vessel is lifted, even if it is only lifted and relocated on land. Lift fees do not include overtime labor charges for operation of the Travelift system as described in Subsection 225 of this tariff.

(b) *Lift Fee*

(1) *Minimum Fee.* The minimum fee for a lift on the 250-ton Travelift shall be THREE HUNDRED FORTY SIX DOLLARS AND FIFTY CENTS ($346.50) for the first hour of use or any portion of time less than one (1) hour. The overall length of the vessel will determine the lift fee. A full lift fee is charged once a lift has commenced, even if that lift is subsequently interrupted, suspended or canceled for any reason. The risk of loss because of a suspended or canceled lift by reason of mechanical failure or difficulty with the Travelift system is the responsibility of the vessel owner/operator. Once a lift is scheduled and the boat owner fails to show or cancel the lift at least one hour prior to the scheduled lift time, the minimum lift fee will be charged.

(2) *Additional Lift Fee Rates for Large Vessels.* For all vessels over FIFTY FIVE (55) feet in length, an additional TWENTY ONE DOLLARS ($21.00) shall be charged for each foot of vessel length over fifty five (55) feet during the first hour of use or any portion of time less than one (1) hour.

(3) *Second and Additional Hours of Lift.* For use of a lift in excess of one (1) hour, a fee of THREE HUNDRED FORTY SIX DOLLARS AND FIFTY CENTS ($ 346.50) per hour shall be charged. This charge shall be assessed in not less than fifteen (15) minute increments of EIGHTY SIX DOLLARS AND SIXTY THREE CENTS ($86.63) and shall be generated per one-quarter (1/4) hour or any portion of time less than one-quarter (1/4) hour.

(4) *Relocation Fee.* Relocation of all vessels on the uplands shall be charged at a rate of THREE HUNDRED FORTY SIX DOLLARS AND FIFTY CENTS ($346.50) per hour.

270 SHIPLIFT FEE

(a) *Description of Charge.* The shiplift fee is the charge for lifting a vessel from the water and returning it to the water utilizing the shiplift.

(b) *Lift Fee.* The shiplift fee shall be based upon vessel length. A full shiplift fee is earned once a lift has commenced, even if that lift is subsequently interrupted, suspended or canceled for any reason. The risk of loss because of a suspended or canceled lift by reason of mechanical failure or difficulty with the shiplift system is the responsibility of the permit holder and the vessel owner.

(c) *Basis for Computing Charges.* The shiplift fee will be determined by the overall length of the vessel. Overall length shall be construed to mean the linear distance, expressed in feet, from the most forward point at the stem to the aftermost part of the stern of the vessel, measured parallel to the base line of the vessel.

Subsection
270 For shiplift fee purposes, overall length of the vessel as published in "Lloyd's Register of Shipping" will be used. If no such figure appears in "Lloyd's Register", the shiplift operator reserves the right to:

5140 Kachemak Drive | Homer, Alaska | 907-235-8234 | info@northernenterprisesboatyard.com

Northern Enterprises Boat and Commercial Yard...

A 30 acre yard with more than 20 shops and commercial buildings.

- Vessel Haul Out and Storage
- Boat Repair and Rebuild Shops
- 2 Marine Travelift 70 ton capacity
- Year Round Boat Storage
- Retail and Work Shop Rentals
- Building Leases, Long or Short term
- Commerical Building rentals up to 5,000 sq. ft.
- Office Space, for nearly any use

Our equipment includes 2 - 15 ton mobile hydraulic cranes, large and small fork lifts, Watertanker with 4,000 lb pressure washer, several boat trailers for moving boats into buildings.

Our boat yard was built by Commercial Fisherman for Commercial Fisherman. It was built to make boat repair and storage as convenient as possible for the boat owner. At the time, it was almost impossible to get boat work done along the coast of Alaska.

Our business is lifting boats out of the water, to be stored on land, or repaired and building rentals. We do not do any of the repair work, we were to busy fishing when the yard was built, however we have 20 buildings that are rented to people that do the boat repair work. With the contractors we have on sight almost any repair can be accomplished. For a list of contacts see the Contractors Page or call 907-235-8234

RATES VERIFIED VIA PHONE CALL

City of Kodiak

APPENDIX "F"

Fee Schedule

July 1, 2009

9.16	**Boat Yard**	
	• Payment - without pre-approved credit, 50% of the estimated yard fees are due before the lift; the remainder must be paid prior to launch.	
	• Lifts taking more than four hours will be assessed extra labor and/or machine time.	
	• Dry dockage is assessed the entire time the vessel remains in the yard.	
9.16.1	**Lift, Block and Launch**	
9.16.1.1	Vessels up to 80'	$40.00 per foot
9.16.1.2	81' to 100'	$45.00 per foot
9.16.1.3	101' to 120'	$55.00 per foot
9.16.1.4	121' to 150'	$65.00 per foot
9.16.1.5	151' and up	$70.00 per foot
9.16.1.6	After hours surcharge	+ 20% per foot
9.16.2	**Non-standard Lift** (Operator and lift)	$1,500.00/hour
9.16.3	**Inspection Lift,** includes 1 hour hang time free	75% of lift/launch
9.16.4	**Hang Time**	$275/ea addl. hr
9.16.5	**Delay of Lift**	$250.00/per half hour
9.16.6	**Pressure Wash** (and scrape if necessary)	T, M & E*
9.16.7	**Reposition**	50% of lift/launch
9.16.8	**Scheduling Deposit** (Credited to lift or forfeited if the vessel is late or "no show.").	$ 750.00
9.16.9	**Dry Dockage Space** (November 1-March 30	$1.75 per ft/day
9.16.10	**Dry Dockage Space** (April 1 – October 31)	
9.16.10.1	Days 1 – 14	$1.75 per ft/day
9.16.10.2	Days 15 – 28	$2.25 per ft/day
9.16.10.3	Day 29 and beyond	$2.75 per ft/day
9.16.11	**On Site Storage**	
9.16.11.1	Daily (First three days (or portion thereof) no charge)	$0.05/sq ft/day
9.16.11.2	Minimum charge	$15.00
9.16.12	**Vendor** (Vendors must be preapproved and have $1M liability coverage)	
9.16.12.1	Registration (Paid by vendor)	$300/year
9.16.13	**Utilities** (Includes water)	
9.16.13.1	120v single-phase 30 amp or actual kWh cost, whichever is greater	$15.00/day
9.16.13.2	208v single-phase 50 amp or actual kWh cost, whichever is greater	$35.00/day
9.16.13.3	208v three-phase 100 amp or actual kWh cost, whichever is greater	$40.00/day
9.16.13.4	480v three-phase 100 amp or actual kWh cost, whichever is greater	$50.00/day
9.16.14	**Equipment Rental**	
9.16.14.1	Fork lift	$75.00/half hour
9.16.14.2	Man lift	$75.00/half hour
9.16.14.3	Pressure Washer, 3 hour minimum $125.00 day maximum	$25.00/hour
9.16.14.4	Other	T, M & E*
9.16.15	**Environmental Tarp** (Ground tarp required for all bottom work)	Cost + 15%
9.16.16	**Waste Disposal**	
9.16.16.1	Used oil	$1.00/gallon
9.16.16.2	Dumpster (5.5 yard)	$100.00/tip
9.16.16.3	Non-Hazardous liquids, including oil bilge water	$2.25/gallon
9.16.16.4	Hazardous	Cost + 15%
9.16.16.5	Other, i.e. metals and wood	Cost + 15%
9.16.17	**Labor**	
9.16.17.1	City Employee, straight time	$65.00 per hour
9.16.17.2	City Employee, overtime	$95.00 per hour
9.16.17.3	Contract service provider (i.e. diver, lift operator, etc)	Cost + 15%
9.16.18	**Environmental Surcharge**	2.5% of gross
9.16.19	**Other Fees and Services**	Cost + 15%

*T – Time i.e. Labor Hours; M – Materials; E – Equipment Hours

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 09-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, NAMING RATES AND FEES FOR USE OF FACILITIES IN THE VALDEZ SMALL BOAT HARBOR AND REPEALING RESOLUTION NO. 08-58 FORMERLY NAMING SUCH RATES AND FEES

WHEREAS, the Valdez Small Boat Harbor is operated and maintained under the jurisdiction of the Valdez City Council; and,

WHEREAS, Resolution No. 08-58 previously established the schedule of rates and fees for the public use of the Valdez Small Boat Harbor; and,

WHEREAS, the City Council has determined that adjustments in rates and fees are necessary in order to provide for adequate funding of long term maintenance and operations of the Harbor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Valdez, Alaska, that:

Section 1. Resolution No. 08-58 is hereby repealed.

Section 2. The attached schedule of rates and charges shall govern the public use of the facilities in the Valdez Small Boat Harbor.

Section 3. This resolution shall become effective upon approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 9th day of November, 2009.

CITY OF VALDEZ, ALASKA

ATTEST:

Bert L. Cottle, Mayor

Sheri L. Pierce, CMC/AAE, City Clerk

VALDEZ CONTINUED

C. Miscellaneous Moorage Fees

Vessels which occupy more than one-half (1/2) of the space between two (2) finger floats will be assessed an over-width fee of two dollars ($2.00) per square foot over the allowed space.

Seaplanes will be assessed moorage by the width of the wings, i.e., if a seaplane takes up the space of three (3) slips, it will be charged accordingly.

SECTION II. UPLAND STORAGE

A. Upland storage of vessels, vessels on trailers, trailers, or cradles during winter months (October 1 - April 30) shall be charged at a minimum rate of fifty-six dollars and fifty cents ($56.50) per vessel, vessel on trailer, trailer, or cradle per month, up to thirty feet (30') in length. For all storage over thirty feet (30') in length, an additional one dollar and ninety cents ($1.90) per foot per month shall be charged.

B. Upland storage of vessels, vessels on trailers, trailers, or cradles during the summer months (May 1- September 30) shall be six dollars and twenty-five cents ($6.25) per day per vessel, vessel on trailer, trailer, or cradle.

SECTION III. BOAT LIFT

A. The following charges shall be made for use of the 75-ton Travelift.

1. The minimum fee for a lift shall be one hundred forty dollars ($140.00) for the first hour of use or any portion of time less than one (1) hour.

2. For use of the lift in excess of one (1) hour, a fee of one hundred forty dollars ($140.00) per hour shall be charged. This charge shall be assessed in no less than fifteen (15) minute increments of thirty-five dollars ($35.00).

3. For use of the lift after normal working hours, a fee of two hundred - eighty dollars ($280.00) shall be assessed for the first hour and one hundred forty dollars ($140.00) per hour for each consecutive hour.

4. For use of the lift to hang overnight, a fee of two hundred-eighty dollars ($280.00) shall be assessed. Hanging overnight consists of two separate lifts, one in the evening and one in the morning. The last lift of the day must be scheduled with Harbor staff and no longer than one hour shall be taken or overtime rates will apply as described in item #3 above. Vessel

VALDEZ CONTINUED

SECTION X. SHOWERS

A fee of four dollars ($4.00) per shower will be charged for use of public showers in the restrooms located below the Small Boat Harbor office.

SECTION XI. MAINTENANCE AND WASHDOWN PADS

Use of the Maintenance Pads shall be charged a fee of fifteen dollars ($15.00) per day for fourteen days or less; twenty dollars ($20.00) per day for fifteen to thirty days; thirty dollars ($30.00) per day for thirty-one days or more and includes use of power and water. Use of Washdown Pads are free. Power is available at the Washdown Pads and in the uplands for fifteen dollars ($15.00) per day.

TRAVEL LIFT RATES

	ONE WAY	ROUND TRIP
Up to 40'	$11.00/ft	$22.00/ft
41'-58'	$12.00/ft	$24.00/ft
59' and over	$13.00/ft	$26.00/ft

* All payment is due in advance and for round trip.

Miscellaneous Fees

Inspection Haul: 60% of round trip
Minimum Fee: $300.00
Electrical Use: $10.00/day

Storage Rates:

14 Days or less		Over 14 Days	Over 12 Months
Up to 40'	$20.00/day	$2.00/ft/month	$4.00/ft/month
41'-58'	$30.00/day		
59' and up	$50.00/day		

Washdown: Washdown Pads are free
No-Show Fee: Once a lift is scheduled and the boat owner fails to show or cancel the lift at least one hour before the scheduled lift time, the minimum lift fee will be charged.

Descriptions

Per Lift: All rates are per lift or one way
Inspection Haul: Hauled out and left in slings over dock for a period of up to two hours returned to the water. $75.00 per 15 minutes after alloted time. Limited to approval and availability.

Minimum Fee: This is the lowest fee for Travel Lift use. There is a one hour minimum for such things as re-blocking or re-locating of vessels.

WHITTIER SMALL BOAT HARBOR--2011 RATES

SERVICE/FEE	DESCRIPTION	2011	W/TAX	PER
PREFERENTIAL	JAN through DEC	$ 64.20	$ 65.81	ft.
ANNUAL MOORAGE	JAN through DEC	$ 64.20	$ 65.81	ft.
TRANSIENT MOORAGE	Daily	$ 1.10	$ 1.16	ft.
TRANSIENT MOORAGE	Monthly	$ 21.40	$ 22.47	ft.
TRANSIENT MOORAGE (WINTER)	OCT to APR (6 mo)	$ 71.35	$ 74.92	ft.
BOAT LIFT	Short	$ 299.50	$ 314.48	1hr.
BOAT LIFT	Normal	$ 269.50	$ 282.98	1hr.
BOAT LIFT	Rail Car Lift	$ 349.50	$ 366.98	1hr.
Each Additional	Half hour	$ 100.00	$ 105.00	1/2 hr
LAUNCH RAMP	One Way	$ 10.00	$ 10.00	Time
LAUNCH RAMP	Round Trip	$ 20.00	$ 20.00	Time
LAUNCH RAMP (Recreational/Pleasure)	Annual Launch Permit	$ 150.00	$ 153.75	Year
LAUNCH RAMP (Commercial)	Annual Commercial Use	$ 400.00	$ 410.00	Time
LAUNCH RAMP	Single Kayak	$ 10.00	$ 10.00	Time
LAUNCH RAMP	Group Kayak(4 max)	$ 35.00	$ 35.00	Time
LAUNCH RAMP (personal water Craft)	Jet Ski	$ 15.00	$ 15.00	Time
HOIST	Min. 1 hr	$ 41.50	$ 43.58	1hr
GRID	All Vessels	$ 2.20	$ 2.31	ft.
DRY STORAGE -- Winter, per ft/mo	Vessel	*$ 4.00*	*$ 4.20*	ft.
DRY STORAGE -- Winter, per ft/day	Vessel	*$ 6.00*	*$ 6.30*	ft/day
BOAT MAINTENANCE (Day 1-7)	Vessel	$ 20.00	$ 20.00	Day
BOAT MAINTENANCE (Starting day 8)		*$ 35.00*	$ 35.00	Day
DRY STORAGE--clean up fee	Clean up fee	$ 75.00	*$ 78.75*	Hour
PARKING (midnight to midnight)	Daily	$ 10.00	$ 10.00	Day
PARKING (January through December)	Annual	$ 220.00	$ 225.50	Year
WHARFAGE	Commercial	$ 9.25	$ 9.71	Ton
WHARFAGE	Raw Fish	$ 13.85	$ 14.54	Ton
MISCELLANEOUS			$ -	
ABSORBENTS	*	$ 2.15	$ 2.26	Each
BAD CHECKS	*	$ 30.00	$ 30.00	
CHARTS	*	$ 25.00	$ 26.25	Each
COPIES	*	$ 0.25	$ 0.26	Page
COPIES ANNUALS		$ 25.00	$ 25.00	Each
COPIES BERTH HOLDERS		$ 25.00	$ 25.00	Each
COPIES OF WAIT LIST		$ 6.00	$ 6.00	Per List
COPIES WAIT LIST APPLICANTS		$ 25.00	$ 25.00	All
FAX 1st	First Page	$ 1.50	$ 1.58	EACH
FAX 2nd+	Additional Pages	$ 0.50	$ 0.53	EACH
LABOR FEE	Harbor Staff	$ 75.00	$ 78.75	Hour
LATE FEE	1.5 % of unpaid balance	0.015	0.015	
OWNER/AGENT ASSIST		$ 75.00	$ 78.75	Hour
PUMP OUT		$ 75.00	$ 78.75	Each
PUMP RENTAL		$ 40.00	$ 42.00	Each
SHOWER	*	$ 4.00	$ 4.00	Time
SNOW REMOVAL/EMERGENCY		$ 150.00	$ 157.50	Time
TOW		$ 75.00	$ 78.75	Hour
USER FEE --SET BY WMC.($1.00/head w/4% discount)		$ 0.96	$ 0.96	Per/Head
WAITING LIST	*	$ 50.00	$ 50.00	Year
UTILITIES				
ACCOUNT INITIALIZATION	*	$ 25.00	$ 25.00	
KWH	Currently	$ 0.09	$ 0.09	
MONTHLY SERVICE CHARGE	Only if elec. Used.	*$ 11.00*	*$ 11.00*	Month
UNMETERED ELECTRIC		*$ 5.50*	*$ 5.50*	Day
ELECTRIC un-metered + transient use	NOT USED AT THIS TIME	~~$ 4.00~~	~~$ 4.20~~	Day
ELECTRIC 240 V. 30-50 AMP TRANSIENT USE	NOT USED AT THIS TIME	~~$ 7.00~~	~~$ 7.35~~	Day
COMMERCIAL USED OIL AND WATER COLLECTION FEES				
Pure Used Oil	Per Gallon	$ 1.50	$ 1.58	gal
Used Oil and Water	Per Gallon	$ 3.00	$ 3.15	gal
Bold = change for 2011				
Gray = tax included in fee				